

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

DR. DENEAN ADAMS,

Plaintiff,

v.

BOARD OF EDUCATION HARVEY SCHOOL  
DISTRICT 152, GLORIA JOHNSON in her  
individual capacity, BETTY JOHNSON  
in her individual capacity,  
DR. KISHA McCASKILL in her  
individual capacity, JANET ROGERS  
in her individual capacity, TYRONE  
ROGERS in his individual capacity,  
LINDA HAWKINS in her individual  
capacity, FELICIA JOHNSON in her  
individual capacity,

Defendants.

No. 15 C 8144

October 31, 2018  
Chicago, Illinois  
10:00 a.m.

Trial

VOLUME 3  
TRANSCRIPT OF PROCEEDINGS  
BEFORE THE HONORABLE SHARON JOHNSON COLEMAN, and a  
jury

APPEARANCES:

For the Plaintiff: MR. JEROME M. DAVIS, ESQ.  
9024 McIntosh Court  
Lakewood, Illinois 60014

For the Defendants: HAUSER IZZO PETRARCA GLEASON & STILLMAN  
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BY: MR. CHRISTOPHER L. PETRARCA

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1 APPEARANCES CONTINUED:

2 LAW OFFICES OF JENNIFER K. SCHWENDENER LLC  
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6 BY: MS. JENNIFER K. SCHWENDENER  
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1 (The following proceedings were had in open court outside  
2 the presence of the jury:)

3 THE CLERK: 18 CV 8144, Adams versus Board of  
4 Education Harvey School District 152.

5 THE COURT: Go ahead, Counsel.

6 MR. DAVIS: Good morning, Your Honor. Jerome Davis  
7 for plaintiff Dr. Denean Adams.

8 THE COURT: Mr. Davis.

9 MS. SCHWENDENER: Good morning, Your Honor. Jennifer  
10 Schwendener on behalf of the defendants.

11 THE COURT: All right.

12 MR. PETRARCA: Good morning, Your Honor. Chris  
13 Petrarca also on behalf of the defendants.

14 THE COURT: All right. Thank you very much.  
15 Everyone ready to continue with Miss Rogers, or are we -- do  
16 you have any news to tell me one way or the other about  
17 witnesses or the state of the case?

18 MR. DAVIS: In terms of witnesses, Judge, I just want  
19 to correct. Mayor Eric Kellogg won't be in until tomorrow. I  
20 had the dates incorrect. Today I've got Dr. Nohelty and Sophia  
21 Jones-Redmond coming in at 10 and 11 respectively.

22 THE COURT: Okay. I don't know whether or not since  
23 it's 10, whether or not Miss Rogers will be done.

24 MR. DAVIS: Well, Miss Rogers won't be done. So Dr.  
25 Nohelty will have to wait in the witness room.

1 THE COURT: Okay. Just as long as that's, that's  
2 made aware for people. So we have two witnesses -- two more  
3 witnesses. How many witnesses after today do you have?

4 MR. DAVIS: Well, I asked for Mr. Rogers to be here  
5 today as well. So I was going to finish Janet Rogers, deal  
6 with Dr. Nohelty and Dr. Sophia Jones-Redmond, and then at  
7 least get as much as I can with Mr. Rogers. And at the  
8 conclusion of those witnesses I would have only Mr. Kellogg and  
9 Dr. Calvin Gooch, and possibly a rebuttal with my client. That  
10 would be it.

11 THE COURT: So you right now if things work out,  
12 however, you think you might be done by Thursday evening --  
13 Thursday afternoon?

14 MR. DAVIS: Well, I kind of envision putting  
15 Mr. Gooch on next Tuesday realistically.

16 THE COURT: Wait. Wait. Wait. How did you envision  
17 that? When the only reason we have Tuesday is to do closing  
18 arguments --

19 MR. DAVIS: Okay. I understand, Judge. But I'm  
20 being --

21 THE COURT: Clearly you don't.

22 MS. SCHWENDENER: I'm anticipating the examination  
23 with Mr. Rogers and with Janet Rogers will take the bulk of the  
24 time. But I should be able to get Mr. Gooch in by Thursday or  
25 the end of this week with no problem, but I'll try to make it

1 Thursday.

2 THE COURT: We are working Friday.

3 MR. DAVIS: Right, I understand that. That's why I  
4 said Thursday or the end of this week.

5 THE COURT: Right. So I guess I'm just trying to  
6 figure out -- right now you've named enough people that this  
7 Court thinks should basically get us through Thursday.

8 MR. DAVIS: Right.

9 THE COURT: With maybe a little Friday. And so why  
10 wouldn't -- why would Dr. Gooch have to wait till -- or anybody  
11 else wait till Tuesday? Plus we have -- if defense wishes to  
12 go back and put any additional testimony on. I would ask,  
13 defense, that if you -- these are some of your witnesses, if  
14 you want to do something that you would do in direct, like lay  
15 a little more information, that you do it while the witness is  
16 up here. And right now the Court -- since the beginning of  
17 this, there should be no plan to have anybody who's local here  
18 on Tuesday. Everybody needs to get done. All right.

19 MR. DAVIS: That's fine, Judge.

20 THE COURT: So -- and then again if you get to cover  
21 some of these people during their testimony, do you have  
22 additional witnesses from the ones that he's calling that you'd  
23 be calling?

24 MS. SCHWENDENER: Yes, Judge. John Izzo.

25 THE COURT: Okay.

1 MS. SCHWENDENER: Who is available tomorrow or  
2 whenever we are ready.

3 THE COURT: Well, look for Friday for him.

4 MS. SCHWENDENER: Sure.

5 THE COURT: Let's try to get him in on Friday if we  
6 can. All right. They're going to do a whole day on Friday,  
7 you know. At least, you know, not -- definitely not super  
8 early. They'll be here at least until 4 on Friday. Okay.

9 All right. Anything else?

10 MR. DAVIS: Well, just a point of clarification,  
11 Judge. I read your order. I completely understand that we're  
12 not to talk about anything to do with the nonrenewal of the  
13 contract. You also indicated that my client would be able to  
14 present evidence regarding her other damages, and that entails  
15 the other disciplinary actions taken against her after  
16 August 17th, but they will all relate to the police statement  
17 and the report that was filed on July 10th. So I just wanted  
18 to clarify that I'm clear, and I will make sure to avoid  
19 anything to do with Your Honor's order.

20 THE COURT: Well, I hope it works out.

21 MR. DAVIS: Thank you, Judge.

22 THE COURT: All right. Counsel.

23 MS. SCHWENDENER: Judge --

24 THE COURT: If we have any witnesses in the room that  
25 are not parties, please step out. If you're called here to be

1 a witness who -- well, she's a -- I said who are not parties.  
2 You're a party, ma'am, Miss Rogers.

3 MR. DAVIS: Dr. Nohelty is a witness. You need to  
4 step out, Dr. Nohelty.

5 THE COURT: Yes. All right. So he's not a party.  
6 All right. Okay. So anything else from the plaintiff?

7 MR. DAVIS: That's it. I'll step out briefly and  
8 talk to Dr. Nohelty, and I'm ready to go.

9 THE COURT: Yes, right. Let Dr. Nohelty -- I don't  
10 know what time you had him set for, but let him know it's going  
11 to be a while. I want to finish this witness. I don't want a  
12 ton of --

13 MR. DAVIS: Right.

14 THE COURT: -- interrupted witnesses. Go do that  
15 quickly, and I'll get them out here.

16 MR. DAVIS: Thank you, Judge.

17 THE COURT: All right. I would tell him -- you might  
18 be better off telling him about 11:30, or I don't know how long  
19 you have. So it's hard for them to know how long they have.  
20 But you may want to tell him 11:30 at the earliest to come  
21 back.

22 MR. DAVIS: Right.

23 THE COURT: All right.

24 MR. DAVIS: Thank you, Judge.

25 MR. PETRARCA: Thank you, Your Honor.

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1 MS. SCHWENDENER: Thank you, Your Honor.

2 THE COURT: All right.

3 (Short break taken.)

4 (Before the jury:)

5 THE COURT: Good morning, ladies and gentlemen. You  
6 may be seated. All right. You can bring the mike down for  
7 you. All right. All the rules are the same. All right.

8 THE WITNESS: Yes, ma'am.

9 THE COURT: Thank you. All right. Anytime you're  
10 ready, Counsel. We continue with the testimony of Miss Janet  
11 Rogers.

12 MR. DAVIS: Thank you, Your Honor.

13 JANET ROGERS, DEFENDANT, PREVIOUSLY SWORN

14 DIRECT EXAMINATION (Resumed)

15 BY MR. DAVIS:

16 Q Good morning, Miss Rogers. How are you?

17 A Good morning.

18 Q I'm fine. Thank you.

19 Yesterday I asked you were you aware on July 10th,  
20 2015 that the police had came to school to meet with Dr. Adams  
21 to talk about a complaint against your husband, right?

22 A Yes.

23 Q Do you recall me asking you that? Okay. Let me play  
24 something for you, and then I want to get your comment. This  
25 is the minutes from a December 2015 board meeting.



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1 MS. SCHWENDENER: Objection.

2 THE COURT: Basis?

3 MS. SCHWENDENER: Relevance.

4 THE COURT: Objection's overruled.

5 MR. DAVIS: Okay.

6 (Whereupon, said tape was played in open court.)

7 THE COURT: All right. Can you also give some -- or  
8 are you trying to do it through the witness of getting more  
9 identification as to what and who we just heard and when?

10 MR. DAVIS: Well, yes, Judge.

11 THE COURT: Proceed.

12 MR. DAVIS: I was going to do that. Thank you.

13 THE COURT: Actually we need to probably do it on the  
14 front end more, Counsel.

15 MR. DAVIS: Okay.

16 THE COURT: But go ahead.

17 MR. DAVIS: We can do it that way.

18 THE COURT: But go ahead. No, you can ask her.  
19 They've heard something they need to --

20 MR. DAVIS: Okay. Let's do it that way.

21 BY MR. DAVIS:

22 Q Miss Rogers, you've been on the board since 1991 off and  
23 on, right?

24 A Yes.

25 Q And is it a practice in the board to make recordings of

J. Rogers - direct by Davis

1 the closed session meetings of the board?

2 A Yes, it is.

3 Q And are those recordings made via audio in District 152?

4 A Yes.

5 Q And in connection with this case, are you aware that a  
6 number of those recordings were turned over to plaintiff during  
7 discovery?

8 A Yes.

9 Q And so those recordings are done pursuant to law. You all  
10 are required by law to make these recordings and keep the  
11 recordings, right?

12 A For a certain amount of time, yes.

13 Q Okay. So I'm going to again --

14 THE COURT: You're playing that again?

15 MR. DAVIS: Yes, Judge.

16 (Whereupon, said tape was played in open court.)

17 BY MR. DAVIS:

18 Q So whose voices did we hear there, Miss Rogers?

19 A You heard Felicia Johnson, Gloria Johnson, and myself.

20 Q And all are defendants in this case?

21 A Yes.

22 Q They're not in the courtroom right now, correct?

23 A No.

24 Q Okay. So what we heard you say is that you were in an  
25 argument with Felicia Johnson and you accused her of, quote,

J. Rogers - direct by Davis

1 being all up in the shit and saying that she was up in there  
2 with the superintendent. That refers to Dr. Adams?

3 A Yes.

4 Q When they called on Tyrone?

5 A Yes.

6 Q And Tyrone is your husband, Tyrone Rogers?

7 A Yes, he is.

8 Q And you're referring to July 10th. And in the -- what we  
9 just heard it said that you got a call, you got a phone call?

10 A Yes.

11 Q Okay. Thank you. And that call was on July 10th, right?

12 A Yes, it was.

13 Q Okay. Thank you. The other thing we talked about  
14 yesterday was the contract extension that Dr. Adams received.  
15 You remember that?

16 A Yes.

17 Q And I asked you did you consult with your lawyer before  
18 you gave her the extension, right?

19 A Yes, you did.

20 Q Who was the lawyer -- you all had a lawyer at that time,  
21 right?

22 A We had a lawyer for the district, yes.

23 Q Yes. And what law firm was representing you then?

24 A Chris Petrarca, Izzo. Izzo was.

25 Q So the same Mr. Izzo that will appear in this case was

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1 representing you then?

2 A Mr. Izzo, that's correct.

3 Q Right. Okay. I'm going to play Plaintiff's Exhibit 71.

4 MS. SCHWENDENER: Objection, Your Honor.

5 THE COURT: Basis?

6 MS. SCHWENDENER: Relevance, foundation, and there's  
7 no question pending.

8 THE COURT: Correct, Counsel. Why are you playing  
9 this without laying any reason why?

10 MR. DAVIS: Well, the question was presented  
11 yesterday, Judge. I can refresh or re -- restate the question,  
12 but I'm trying to move things along but --

13 THE COURT: That's appreciated, Counsel. The problem  
14 is, though, when you are playing something, you can't -- we are  
15 not playing just for display. You have to have something  
16 before you play the conversation.

17 MR. DAVIS: Sure. I understand, Judge.

18 THE COURT: All right. Please do that.

19 BY MR. DAVIS:

20 Q Did you contact the law firm in February of 2015 before  
21 you all voted to give Dr. Adams the contract extension?

22 A Did I contact them?

23 Q Yes.

24 A No.

25 Q I'm now playing Exhibit 71 tape volume No. VN810174. This

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1 is from the February 23rd, 2015 board meeting.

2 A You said December what?

3 Q February 23rd.

4 A Okay.

5 (Whereupon, said tape was played in open court.)

6 BY MR. DAVIS:

7 Q Who did we just hear, Miss Rogers?

8 A You heard me and Felicia -- I mean, McCaskill.

9 Q Dr. Kisha McCaskill?

10 A That's correct.

11 Q She's another defendant in this case?

12 A Yes she is have.

13 Q Is she in court today?

14 A I don't think so.

15 Q I think you're right. So basically do you want to change  
16 your answer now about whether you contacted the lawyer before  
17 the contract extension was voted on?

18 A I checked with a lawyer. I've been on the board since  
19 1991. And it takes one to five years you can do an extension.

20 Q I'm sorry. Let me stop you --

21 A No, I didn't --

22 Q -- Miss Rogers --

23 THE COURT: Excuse me. Excuse me one --

24 BY MR. DAVIS:

25 Q I'd like a yes or no --

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1 THE COURT: One second. One second.

2 MR. DAVIS: Judge, could you ask --

3 THE COURT: One second, Counsel. He's going to ask  
4 the questions. Answer his question. And if there needs to be  
5 clarification, you have got two lawyers over at that table --

6 THE WITNESS: Yes, ma'am.

7 THE COURT: -- who will take care of that.

8 THE WITNESS: Okay.

9 THE COURT: Okay. All right. Proceed, Counsel.

10 MR. DAVIS: Thank you, Your Honor.

11 BY MR. DAVIS:

12 Q So my question is yes or no -- first of all, do you want  
13 to change your answer?

14 A No, I don't.

15 Q Okay. So you're saying you didn't contact a lawyer prior  
16 to voting on the extension in 2015?

17 A No, I did not.

18 Q Let's -- we talked a lot about Echo the other day. You  
19 remember that?

20 A Yes.

21 Q And isn't it true, Mrs. Rogers, that the board at the  
22 July 22nd, 2015 meeting talked about the Echo problem? That  
23 was a special meeting you called, right?

24 A Yes.

25 Q And isn't it true that the board thought that all three

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1 administrators, Dr. Adams, Dr. Sophia Jones-Redmond, and Dr.  
2 Nohelty should all be disciplined and bore some responsibility  
3 for the shortfall not being reported to the board in a timely  
4 fashion? Isn't that true?

5 A Yes. Yes.

6 Q And in point of fact, though, the only person that was  
7 disciplined, who received a performance directive on this issue  
8 was Dr. Adams, right?

9 A That's correct.

10 Q And we talked yesterday, one of the things -- one of the  
11 performance directives was that Dr. Adams had signed a contract  
12 without first getting prior approval from the board, correct?

13 A Yes.

14 Q And isn't it true that Dr. Nohelty had done the same  
15 thing?

16 A That was the question you asked yesterday, and I said to  
17 you I did not recall.

18 Q Okay. So I want to play you -- can I refresh your  
19 recollection --

20 A Yes, you can.

21 Q -- by giving you the board meeting minutes?

22 A Yes, because I don't know what contract he signed.

23 Q Okay. Well, let me be clear. I don't care which contract  
24 he signed. My question is did he sign contracts or a contract  
25 without first obtaining authorization from the board?

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1 A Not to my knowledge.

2 Q Okay. Okay. This is Plaintiff's Exhibit No. 71, volume  
3 VN810188 dot redact, and it's from the 7/22/15 board meeting.

4 (Whereupon, said tape was played in open court.)

5 BY MR. DAVIS:

6 Q Who did we just hear, Miss Rogers?

7 A You heard Gloria Johnson.

8 Q And who else?

9 A Myself.

10 Q And didn't you just say Dr. Nohelty signed an \$11,000  
11 contract without getting board approval?

12 A Yes, I did.

13 Q Thank you. Did Dr. Nohelty get a performance directive or  
14 any disciplinary action?

15 A That would come from the superintendent.

16 Q That's a --

17 A Not to my knowledge.

18 Q -- yes, no question.

19 A Not to my knowledge.

20 Q And at that same meeting on July 22nd, the special meeting  
21 you called, 2015, didn't Dr. Adams tell the board, hey, I  
22 don't -- you know, I've always been able to sign these  
23 instructional contracts without prior approval? Didn't she say  
24 that?

25 A Yes, she did.



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1 Q And you basically said, yeah, well, we used to do it  
2 different before you came. You remember that?

3 A I said that anything was over a certain amount. No, I  
4 don't remember that.

5 Q Okay. Is there something that -- would it refresh you if  
6 I played the minutes?

7 A You have minutes, yes, I'll be able to look at the  
8 minutes.

9 Q Or audio. I'm saying would it refresh you if I played a  
10 audio of what happened at the meeting?

11 A Yes, it would.

12 THE COURT: Once again, Counsel, if you refresh her  
13 with the audio attempt and she's not refreshed, you have just  
14 put something in front of the jury that shouldn't be.

15 MR. DAVIS: Well, Judge, you know, we could have  
16 avoided this if we had a stip, but I'm not going to --

17 MS. SCHWENDENER: Objection, Your Honor.

18 MR. DAVIS: -- belabor that.

19 THE COURT: Objection sustained.

20 MR. DAVIS: I'm not going to belabor that. I  
21 understand, Judge --

22 THE COURT: The Court -- wait. Wait. The jury will  
23 disregard that comment by counsel. It's not for your concern.  
24 All right. And then as to whether or not -- again, if you have  
25 written minutes to use, the Court mentioned this yesterday, if

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1 you have something in writing, it would be great for refreshing  
2 recollection. Otherwise we have an issue. The jury cannot  
3 hear something that's solely for refreshing recollection.

4 MR. DAVIS: Okay. Your Honor, I don't have written  
5 transcripts of all of these tapes. Given the large number of  
6 tapes, we weren't able to get written transcripts. I will pass  
7 this, and take it up outside the presence of the jury, and  
8 we'll just have to ask her the question again after she's had a  
9 chance to review it outside the presence of the jury.

10 THE COURT: All right. If it is a significant issue,  
11 the Court will allow you to do that. At this time I will  
12 consider whether it comes in or out. All right. Pass it.

13 MR. DAVIS: All right.

14 THE COURT: All right. Proceed.

15 MR. DAVIS: Thank you, Your Honor.

16 BY MR. DAVIS:

17 Q Let me ask you this, Mrs. Rogers: Dr. Adams received  
18 performance directives in August of 2015, right?

19 A Yes.

20 Q And those performance directives listed various things  
21 that she -- the board wasn't happy about her performance,  
22 right?

23 A Yes.

24 Q Also at that meeting the board rescinded the contract  
25 extension that it had voted on in February of 2015, right?

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1 A Yes.

2 Q Prior to the meeting on August 17th, 2015, did the board  
3 give Dr. Adams any notice or communicate -- give her a copy of  
4 the performance directives?

5 A Not to my knowledge.

6 Q After the meeting on August 17th, 2015, did the board tell  
7 Dr. -- or let's say -- do it this way: During the meeting on  
8 August 17th, 2015, did the board tell Dr. Adams she would have  
9 a chance to address the charges in the directives?

10 A If I recall, the attorney was there. I think the attorney  
11 took care of it.

12 Q I'm asking you what the board did, and I don't want you to  
13 speculate. I'm asking you did the board tell Dr. Adams during  
14 the meeting you'll have a chance to come back and have a  
15 hearing to address these charges?

16 A Not to my knowledge.

17 Q And did the board tell Dr. Adams on August 17th, '15 --  
18 2015 she could request a hearing after the meeting?

19 A Not to my knowledge.

20 Q To address the charges.

21 A Not to my knowledge.

22 Q Thank you. You know who Dr. Nohelty is, right?

23 A Yes, I do.

24 Q Tell us who Dr. Nohelty is.

25 A He was the assistant superintendent in charge of business

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1 affairs and personnel in our district. He was.

2 Q And was part of his responsibility preparing budgets for  
3 the district?

4 A Yes.

5 Q And the way it worked is he'd prepare a budget and he'd  
6 present it to the board, right?

7 A No.

8 Q Okay. How did it work?

9 A The superintendent and the business manager would sit down  
10 and, and work out what the budget was along with all the other  
11 employees in the district, work it out. The superintendent and  
12 the, and the business manager would come up with the numbers.  
13 He would prepare it, take it back to the superintendent for  
14 approval, and then present it to the board.

15 Q Okay. So ultimately Dr. Nohelty as the business manager  
16 would present it to the board?

17 A And the superintendent, yes.

18 Q Right. And the board would use those numbers, that  
19 budget -- you all had to report to the state what your budget  
20 situation is year -- year to year, right?

21 A The superintendent and the business manager had to report,  
22 yes.

23 Q Well, the district, the school district --

24 A Yes.

25 Q -- had to report to the State of Illinois here's what our

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1 budget is, here's where we are each year, right?

2 A Yeah, you asked me two questions. And I don't understand.

3 So you said you all or --

4 Q Let me clear it up. My apologies. Did the board have to  
5 report to the state its financial budget each year?

6 A Yes.

7 Q Thank you. So isn't it true that in 2014 and 2015 --  
8 well, let me ask you this: How long was Dr. Nohelty the  
9 business manager for 152?

10 A I don't really recall, and I don't want to guess.

11 Q Okay. We talked a lot about the retreat in June of 2015.  
12 Isn't it true that Dr. Adams presented to the board a five-year  
13 budget that Dr. Nohelty had prepared at the retreat?

14 A Yes, it was presented.

15 Q Isn't it true that the board accept -- voted to accept the  
16 budget, and you believed that the budget was balanced when you  
17 voted on it?

18 MS. SCHWENDENER: Objection.

19 THE COURT: As to what she believed. Objection  
20 sustained.

21 BY MR. DAVIS:

22 Q Well, let me rephrase the question. Did the board vote to  
23 accept the budget that was presented at the retreat?

24 A We don't vote at a retreat for a budget. It's at a  
25 regular board meeting. No. We vote at a regular board

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1 meeting.

2 Q Well, let me take it this way: You -- the budget was  
3 presented at the retreat, right?

4 A I would have to see the agenda to see whether a budget was  
5 presented.

6 Q Okay. So you don't recall Dr. Adams presenting to the  
7 board at the June 2015 retreat saying here's our five-year  
8 budget, this is what's going to govern our expenditures? Do  
9 you recall that?

10 A I recall her presenting a five-year plan, not a budget,  
11 yes.

12 Q Okay. Was it a five-year financial plan?

13 A Five-year financial plan. Not a budget.

14 Q Okay. And that five-year financial plan showed that you  
15 weren't spending more than you were taking in, right?

16 MS. SCHWENDENER: Objection.

17 THE COURT: Objection sustained.

18 BY MR. DAVIS:

19 Q Did the five-year -- did the board believe based on what  
20 was presented that it was in the black?

21 MS. SCHWENDENER: Objection.

22 THE COURT: Again, Counsel, your terminology.  
23 Objection sustained.

24 BY MR. DAVIS:

25 Q Okay. Did the board believe it was not spending -- let me

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1 rephrase it.

2 Did the board believe it had a deficit when you --  
3 when the budget was presented or the budget plan, whatever you  
4 want to call it, did you think, wow, we got a deficit?

5 MS. SCHWENDENER: Objection.

6 THE COURT: Objection sustained. Form of the  
7 question.

8 BY MR. DAVIS:

9 Q Let me move on, Janet -- I'm sorry. Miss Rogers.

10 A Okay.

11 Q Isn't it true that you determined -- in 2015 Dr. Adams  
12 brought it to the board's attention that there was a  
13 \$3.8 million deficit in the district's budget?

14 MS. SCHWENDENER: Objection.

15 THE COURT: A little foundation on that one, Counsel.  
16 Sustained. How did she determine.

17 BY MR. DAVIS:

18 Q In 2015 when Dr. Nohelty was the business manager,  
19 correct?

20 A Yes, he was there then.

21 Q And Dr. Adams was the superintendent, right?

22 A Yes.

23 Q And isn't it true that on or about November of 2015 Dr.  
24 Adams came to the board and said I want to discipline Dr.  
25 Nohelty?

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1 A She came to the board, but I don't recall the time about  
2 disciplining Dr. Nohelty.

3 Q Well --

4 A A couple times.

5 Q Do you recall that she said she wanted to discipline Dr.  
6 Nohelty?

7 A Yes.

8 Q Okay. And isn't it true the reason she wanted to  
9 discipline Dr. Nohelty was because Dr. Nohelty had withdrew  
10 \$3.8 million from the reserves of the district without first  
11 coming to the board and asking for permission?

12 MS. SCHWENDENER: Objection.

13 THE COURT: Objection sustained as to her speculation  
14 of the reason unless you have something in writing, Counsel.

15 MR. DAVIS: I am going to show her the exhibit, the  
16 letter that Dr. Adams gave to Dr. Nohelty.

17 THE COURT: You said a letter, Counsel?

18 MR. DAVIS: Yes.

19 THE COURT: All right. Proceed.

20 MR. DAVIS: It is -- it's dated December 21st. And  
21 it's Exhibit No. 41. It's December 23rd, I'm sorry, 2015.  
22 It's Exhibit No. 41.

23 THE COURT: Any objection to this document?

24 MR. DAVIS: I'm going to bring, bring it up.

25 THE COURT: No. I'm asking counsel.



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1 MR. DAVIS: Sure, Judge.

2 MS. SCHWENDENER: No objection.

3 BY MR. DAVIS:

4 Q I stand corrected. It's not Exhibit 41. I'm going to  
5 come back to that question --

6 THE COURT: All right.

7 BY MR. DAVIS:

8 Q -- Miss Rogers. I'm going to keep moving.

9 So do you have any recollection of Dr. Adams  
10 suspending Dr. Nohelty with pay in December of 2015?

11 A Yes.

12 Q And she wanted -- she suspended him for using the  
13 \$3.8 million of the district's reserve money without telling  
14 her or the board, right?

15 A I know she suspended him, but I don't recall what it was  
16 for. So I don't want to speculate.

17 Q Well, she came to the board and asked for the board to  
18 allow her to -- before she could take disciplinary action  
19 against Dr. Nohelty, right?

20 A I don't recall whether she came to the board. I just know  
21 he was suspended.

22 Q Okay. So you don't recall the board telling Dr. Adams she  
23 could take whatever disciplinary action she saw fit?

24 A We could have. I don't recall.

25 Q Okay. Well, this is another one of those. If I show you

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1 the tape, would it refresh your recollection on this subject?

2 A Yes, it would.

3 Q If I played a tape for you. Okay. We'll take that one up  
4 during the break.

5 Isn't it true that a special board meeting -- let me  
6 back up. You recall Dr. Nohelty was suspended, right?

7 A Yes.

8 Q And after he was suspended, didn't you ask Gloria Johnson,  
9 the board president to call an emergency meeting?

10 A There was an emergency meeting called, and I don't know  
11 whether I asked, but I know that there was one called.

12 Q Okay. Let me play something for you.

13 MS. SCHWENDENER: Objection, Your Honor.

14 THE COURT: Objection sustained. Counsel, you have  
15 to do the foundation. You can't just play something.

16 MR. DAVIS: Okay.

17 BY MR. DAVIS:

18 Q Okay. Let me ask you this way, Miss Rogers: The  
19 emergency meeting that you wanted called, the purpose of that  
20 was to reverse the suspension of Dr. Nohelty, is that correct?

21 A Yes, it was.

22 Q So Dr. Adams suspended him with pay, right?

23 A Yes.

24 Q And the board immediately brought him back, correct?

25 A Yes. Yes.

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1 Q So Dr. Nohelty was not disciplined in connection with the  
2 \$3.8 million deficit issue, is that correct?

3 MS. SCHWENDENER: Objection.

4 THE COURT: As to his -- and what was his position  
5 again?

6 MR. DAVIS: He was the business manager, Judge. And  
7 I'm asking her, if I may be heard.

8 THE COURT: We'll take a five-minute break now,  
9 ladies and gentlemen, and get some of these matters out of the  
10 way. All rise.

11 (Jury excused.)

12 THE COURT: All right. You may step down, ma'am.  
13 Don't discuss your testimony. Step outside the doors, please.

14 (Witness excused.)

15 THE COURT: All right. We've got several things to  
16 deal with as soon as she steps out on the record. All right.  
17 Several things to deal with, Mr. Davis, on the record. All  
18 right. First of all, we'll deal with the last thing first, Dr.  
19 Nohelty. You're talking about his -- the reason for his job or  
20 did he get suspended for something -- a problem with this  
21 money, is that correct?

22 MR. DAVIS: Yes.

23 MS. SCHWENDENER: Yes, Judge. It goes to relevance.  
24 It's also assuming facts not in evidence. And also I think  
25 it's getting into the line of, you know, this -- I think where

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1 counsel is going is that they -- the board didn't take  
2 disciplinary action against Dr. Adams.

3 THE COURT: That's exactly where he's going.

4 MS. SCHWENDENER: Which does not relate to the First  
5 Amendment retaliation claim, which again, happened in December  
6 of 2015, which was several months after the vote to rescind the  
7 contract had taken place. And these facts have not been in  
8 evidence, and it's irrelevant.

9 THE COURT: Is Dr. Nohelty testifying next?

10 MR. DAVIS: He is, Judge.

11 THE COURT: Why are we doing all this with her?

12 MR. DAVIS: Because I want to establish with the  
13 board the dichotomy in the way Dr. Nohelty was treated  
14 vis-a-vis a \$3.8 million withdrawal of funds, which actually  
15 cost the district \$4 million.

16 THE COURT: Okay. You're arguing -- you're arguing  
17 now, Counsel, about --

18 MR. DAVIS: Okay. Well, I want to show the disparate  
19 treatment, Judge --

20 THE COURT: But can't you --

21 MR. DAVIS: -- from the way he was dealt with and the  
22 way Dr. Adams was dealt with for a small -- far smaller amount  
23 of money.

24 THE COURT: The question of the Court is why are we  
25 going through all this with her as opposed to him?

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1 MR. DAVIS: Because I think it goes to her motive for  
2 the retaliation that happened when they rescinded the contract  
3 extension because it shows the level --

4 THE COURT: Excuse me. It goes to whose motive?

5 MR. DAVIS: Janet Rogers' and the rest of the  
6 defendants' motive because it shows the level of animus. As it  
7 turned out, they first told Dr. Adams, this is what the  
8 evidence will show, that she could do what she needed to do.  
9 Dr. Adams did it. They then humiliated her by rescinding her  
10 suspension and bringing Dr. Nohelty back. This also goes to  
11 the issue in the complaint that we've alleged that they as a  
12 form of retaliation did everything they could to interfere with  
13 her ability to operate --

14 THE COURT: Keep your voice down a little bit.

15 MR. DAVIS: I'm sorry.

16 THE COURT: That's okay. The mikes are up.

17 MR. DAVIS: Interfere with her ability to do the  
18 day-to-day operations. And so it goes to that also, Judge.

19 THE COURT: All right.

20 MR. DAVIS: This is another part of the retaliation,  
21 the progression that Tyrone Rogers talked about starting on  
22 August 17th.

23 THE COURT: Well, once again, Counsel, it's you who  
24 have pled this as a First Amendment case. And so the Court is  
25 focusing not just on -- and one of the issues is the focusing

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1 on this list or litany of different items. It seems like you  
2 want to put everything in, but you didn't plead it like that.  
3 And so that's why they're saying it's irrelevant. Defense, is  
4 that correct? I'll let you get to it in a second.

5 MR. DAVIS: Okay.

6 THE COURT: Go ahead.

7 MS. SCHWENDENER: That's correct, Judge. And, and  
8 counsel is saying this goes to their motive, but these  
9 incidents and events happened after the vote to rescind the  
10 contract was taken. This incident with Dr. Nohelty happened in  
11 December of 2015, four months after the vote to rescind the  
12 contract. So I don't know how events that happened four months  
13 later could go to the motive of the board in rescinding the  
14 one-year contract extension.

15 Certainly if count -- if, if the retaliatory conduct  
16 or the retaliation regarding filing the lawsuit was still being  
17 litigated, that, that could arguably -- I could see where  
18 counsel is going with that. But this is only the First  
19 Amendment retaliation claim regarding filing of the police  
20 report. And so events that happened after the board took a  
21 vote have no relevance because it does not go to show motive  
22 or, or different treatment. The act had already been done at  
23 that point.

24 MR. DAVIS: Disparate treatment, Judge, only requires  
25 showing that people in similar situations were treated

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1 differently. There's no requirement that the disparate  
2 treatment had to have occurred prior to the rescission of the  
3 contract. If it's a similarly situated person where they're  
4 accused of not reporting to the board important financial  
5 information, and she's disciplined because she allegedly didn't  
6 report \$175,000 under billing and within a few months to that  
7 the business manager in the district is shown to have withdrawn  
8 money from the bank without even bothering to talk to the  
9 board, and the board not only doesn't discipline him but  
10 disciplines her for disciplining him, I think not only does it  
11 show the disparate treatment, it also shows the level of  
12 animus.

13 And you say we didn't plead this. We did plead that  
14 part of the retaliation was that they made it impossible and  
15 they interfered with her day-to-day function. All the way up  
16 to and including suspending her e-mail and telling state  
17 regulators she was no longer in the district.

18 THE COURT: But, Counsel, now you're going on to what  
19 is -- what with her. We're dealing with Nohelty. That's who  
20 we're dealing with, whether his testimony should come in or  
21 not. I'm not hearing a reason to bar it, Counsel. I mean, you  
22 can't, you can't protect your clients from -- and say, oh,  
23 nothing that they did during this time period that she was  
24 working or other people in that area if they did things wrong,  
25 they were getting either prosecuted for outside or anything

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1 else, if they're still there, you know, I don't know why you  
2 think that should be kept out.

3 MS. SCHWENDENER: Again, Judge, they're events that  
4 happened after the decision to rescind the one-year contract  
5 occurred. Mr. Nohelty and plaintiff are not similarly  
6 situated. I mean, there's no allegations or evidence that Dr.  
7 Nohelty --

8 THE COURT: And again, what is his position? He's  
9 financial officer or something.

10 MR. DAVIS: He's the business manager, Judge.

11 MS. SCHWENDENER: Business manager for the district.

12 MR. DAVIS: Responsible for the finances.

13 MS. SCHWENDENER: He was the business manager at the  
14 time Dr. Adams --

15 THE COURT: But he was an executive in the district?

16 MR. DAVIS: Yes.

17 THE COURT: All right. The Court's going to overrule  
18 your objection. All right. Now, Mr. Davis, this will take  
19 forever. We can't go through every single tape, teeny portions  
20 of the tape, which frankly this Court isn't really seeing have  
21 much relevance or they're getting a snippet. We go right into  
22 the middle of a conversation. There's no official naming of  
23 the conversation or the time or the subject matter. We just  
24 hear voices going at it for a few seconds, and then it's off.  
25 And you can't keep going and saying, oh, well, I'm going to



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1 play this for you because this fits into my theory of the case,  
2 and I want to ask it now.

3 And we can't take all the time it's taking to do  
4 that. You're going to have to make some adjustments to your  
5 questions on this. We had the refresh recollection. So we can  
6 have her come in for that. If she's right outside the door,  
7 let's have her come in for refreshing her recollection. I  
8 believe it was -- of course, the exhibit and the numbers aren't  
9 right there. There were two. Do you have those in front of  
10 you?

11 MR. DAVIS: Yes, I have the numbers, Judge.

12 THE COURT: All right. Then let's --

13 MR. DAVIS: And I would suggest to expedite things,  
14 No. 1, I don't want to drag things out. But I disagree  
15 respectfully. I think these are important snippets. If she  
16 sits there and says I didn't know the police came on the 10th  
17 and she's on tape saying I got a phone call on the 10th telling  
18 me that the police was called to the school, I think that's  
19 important information.

20 THE COURT: That's not what the Court is saying. The  
21 Court is saying, again, these tapes are almost just sort of --  
22 you know, there's no official naming on the tape of what the  
23 tape is, when it was taken, who was present. We have a bunch  
24 of voices, you know, talking over each other. And then we have  
25 the defendant herself identifying who the people are, but we

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1 don't have any context for the meeting. I mean, it's just --  
2 they're just snippets of conversation. They may say what you  
3 want them to say, but then the question the Court has is it in  
4 full -- if we're just taking a little snippet of what you want  
5 to play, then what's to stop them from saying, well, we want to  
6 play the whole tape?

7 MR. DAVIS: Well --

8 THE COURT: So I'm just saying the jury is getting  
9 something -- and even the importance that they place on it, if  
10 we don't have anything more official surrounding it or leading  
11 up to it, that this is this tape from this date after we say  
12 this happens. There has to be a way that you've set the  
13 foundation, lead her into it some more. This is your adverse  
14 witness, but this isn't just an, oh, we're going to play this  
15 and you react to it, which is actually what you said in one of  
16 the questions. That's not proper examination. So we need to  
17 tighten it up. That's what I'm asking.

18 MR. DAVIS: I understand.

19 THE COURT: Now, as to the -- are you ready to  
20 tell -- let's, let's test whether or not she can remember  
21 something?

22 MR. DAVIS: I'm ready to do that, Judge.

23 THE COURT: All right. Let's do that.

24 MR. DAVIS: In terms of the foundation, what I've  
25 been trying to do is say this is tape X, Y, Z from

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1 January 22nd, 2015 meeting. That's the best I can do given  
2 that they didn't label, we went through this yesterday, these  
3 tapes accurately. And that's the best I can do in terms of  
4 laying a foundation of when this conversation occurred. And I  
5 think if they want to disagree and say, well, no, it was  
6 another day or whatever, then they can do that.

7 THE COURT: All right. Well, one of the points is is  
8 that we had a -- we had our conference, what, at least two  
9 weeks ago? And nothing about not labeling, no information, not  
10 making these tapes more accessible, more usable was brought up.  
11 So now we're at trial, and we're sort of doing it in this Court  
12 believes sort of a haphazard way, because again, there's no  
13 written minutes. I don't understand that, you know, there's no  
14 written transcript of these tapes. So there's no way if she  
15 says she doesn't remember, I can put it in front of the jury.  
16 I can't. And we can't stop every single time she says she  
17 doesn't remember. It's just you have to show me a very extreme  
18 reason for me to have to do that each and every time she  
19 doesn't remember something.

20 MS. SCHWENDENER: Judge, if I may add. There are  
21 written minutes from the closed session board tapes.

22 MR. DAVIS: But they're very scant, Judge. And  
23 they're not verbatim --

24 THE COURT: Well, when you say scant, what do you  
25 mean? They don't say what you want them to say?

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1 MR. DAVIS: They may not even be on the same topic.  
2 They're not complete.

3 THE COURT: Can you say that to the Court for a fact?

4 MR. DAVIS: Yes, Judge.

5 THE COURT: That the ones you need are not, not in  
6 writing.

7 MR. DAVIS: Where they are, I've produced them like  
8 this one.

9 THE COURT: Okay. All right, Counsel.

10 MR. DAVIS: That was in my exhibit list.

11 THE COURT: I will tell you this, and I'm sure  
12 they're looking. But find out that some of the ones that we're  
13 taking breaks for refreshing recollection where there are  
14 written minutes for that, this Court will not be happy. All  
15 right.

16 MR. DAVIS: I understand.

17 THE COURT: So ...

18 MR. DAVIS: I just want to also point out the written  
19 minutes will not be verbatim, and they wouldn't say who said  
20 what. The written minutes are just general and a paragraph, a  
21 snippet. So they would be even less elucidating to the jury,  
22 Judge.

23 THE COURT: Well, Counsel, excuse me. But the one  
24 issue is we're not -- it's not going to the jury. You're  
25 trying to refresh her recollection. This is just for the

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1 witness. We're not trying to put on evidence in front of the  
2 jury. That's the whole problem. So if these minutes, and if  
3 they are a summary, it really doesn't matter whether they are  
4 or not. The question is will that particular document refresh  
5 her recollection. It's not whether or not it's word for word  
6 for the jury. You can still ask her a question in a different  
7 way as long as that document reminds her of the conversation  
8 and she can get it.

9 MR. DAVIS: Sure.

10 THE COURT: So let's have her come in. All right.

11 MR. DAVIS: Thank you.

12 THE COURT: If you have a copy of those minutes from  
13 here on, I'd like you to at least have them nearby so if  
14 someone says they don't know. If she doesn't have her  
15 recollection refreshed after that, that's a different thing.  
16 Come forward, ma'am. You're going to be seated. And I'm going  
17 to have -- Miss McCullough, you have the task of going back to  
18 the first issue with refreshing recollection that this Court  
19 paused on. We'll let the court reporter determine where it is.  
20 Have a seat, ma'am.

21 (Record read.)

22 (Whereupon, said tape was played in open court.)

23 THE COURT: All right. Ma'am, do you remember this  
24 conversation?

25 THE WITNESS: Yes, I do.

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1 THE COURT: All right. So those are the two  
2 questions we are going to bring up without the tapes, and then  
3 make sure you have those questions together. I will give you a  
4 couple minutes, Counsel, to make sure you're on the right  
5 track. And then if there's any other questions that are coming  
6 up, that you may need to at least put the defense on notice of  
7 if you know they're going to draw an objection as to something  
8 that's on the tapes. Or get the minutes, get the minutes and  
9 do that. We can keep going with refreshing recollection. All  
10 right.

11 MR. DAVIS: Well, Judge, I'm going to talk to counsel  
12 again. We've done this a number of times, and I'm willing to  
13 sit down and go through some of these tapes. I'm not willing  
14 to preview my whole case to them. But again, these are their  
15 tapes. These tapes weren't recorded in a phone booth. I've  
16 given her a list now of every tape I'm going to use. I haven't  
17 received any objections to the authenticity of any of the  
18 tapes. That the tapes have been adulterated in any way. But  
19 now every time I go to play a tape --

20 THE COURT: Well, Counsel, in this case it wasn't  
21 every time. In this case it's because you want to refresh  
22 recollection. I can't let you play it in front of the jury.  
23 Those are the only two that we have had a, a space for. So the  
24 thing is you have to be able to at least have a copy of the  
25 minutes, whether you say they're verbatim or not. Ask the

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1 person if they can be refreshed, and then we'll go from there.  
2 All right. That's different. Make sure you both have that  
3 same copy of the minutes, and you can refer to that without us  
4 having to take a break to do this. That's the point. All  
5 right.

6 MR. DAVIS: Final point, Judge. These tapes are  
7 admissions of these parties, adverse parties.

8 THE COURT: They may be, Counsel, but you still have  
9 to present them in the right way. You're not -- you're -- the  
10 two that we dealt with you were presenting to refresh  
11 recollection. All right.

12 MR. DAVIS: Only because that's what the Court  
13 instructed I needed to do. From my standpoint if she made  
14 this --

15 THE COURT: All right. Ma'am, you know what, I need  
16 you to step down and step outside.

17 MR. DAVIS: I'm sorry. But --

18 THE COURT: Counsel.

19 MR. DAVIS: I'm sorry. I wasn't going to argue,  
20 Judge.

21 THE COURT: No, I just want her to step outside, and  
22 we'll do everything we need to. Just right outside, ma'am,  
23 very quickly. We should have you right back. All right. Go  
24 ahead.

25 MR. DAVIS: I was going to say we could even pass --

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1 I don't want to belabor this and tax the Court's time and  
2 patience. But my point is, Judge, because these are  
3 admissions, I think I should be able to play their admission  
4 from an authenticated document, their own document, official  
5 verbatim record. And unless there's a question of  
6 authenticity, which as I've said, I've heard none, I should be  
7 able to play these tapes at any point. I don't have to just  
8 play them to impeach, and I don't have to play them to refresh.  
9 I can simply sit here and play this tape and say is that you?

10 The only foundation after is, is that you on the tape  
11 talking and who else are you talking with. And, you know, I  
12 think I should be free to do that.

13 THE COURT: Response.

14 MS. SCHWENDENER: Judge, counsel should not be able  
15 to just play the tapes without -- for impeachment purposes --

16 THE COURT: Well, he's not saying impeachment. He's  
17 saying as a party admission.

18 MS. SCHWENDENER: Well, they are not admissions.  
19 There's five different board members. And they're not  
20 admissions to the ultimate fact. These are board session tapes  
21 that discuss a variety of issues. And --

22 THE COURT: And you don't think, you don't think that  
23 being in a board meeting, which is basically what a lot of this  
24 is about, that an ultimate fact as opposed to some other fact  
25 that's relevant here? I've never heard of defendant party



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1 admissions being that limited.

2 MS. SCHWENDENER: Judge, that's fine. But the, the  
3 tapes -- I'm not, I'm not trying to be difficult and not want  
4 to stip -- or object or I'll watch any objections as far as  
5 foundation for the tapes. But just to simply play the tapes  
6 and say did you hear that in front of the jury, there's  
7 multiple different conversations. Everyone is talking over one  
8 another. And I don't think that there's any necessary -- just  
9 the fact that there are statements made by defendants don't  
10 necessarily mean that there are admissions.

11 THE COURT: Again, unh. I think that's all I can say  
12 is unh as to both sides and the way this case is being tried by  
13 both sides, as to the lack of preparedness with what you were  
14 getting into with putting on a jury in this particular case.  
15 And with all due respect, this Court does not think either side  
16 has well thought this out. This matter actually could go on  
17 for two weeks very easily and with only a few witnesses because  
18 of these tapes. Yes, they were taken at your board, but it  
19 doesn't matter who had control of them. The tapes are messy.

20 And as the Court, I do have an obligation to make  
21 sure the jury is getting information in the best way possible.  
22 And doing it in snippets on a tape that was messy, that has all  
23 kinds of people on it and just having them hear the tapes, then  
24 I mean, what do we need you all here for? We just play the  
25 tapes, you know. And we still have to get through

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1 instructions. Is my patience taxed? Only by the fact that it  
2 was not well thought out of how this case would go to a jury  
3 with so many people involved, saying so many things. That's my  
4 concern.

5 All right. Right now we're either looking at moving  
6 our way down to some type of situation where the case won't be  
7 able to go forward because something is going to come out in  
8 some odd way, and then our timing is totally off, you know.  
9 There's some things that can't be helped, but this is something  
10 that we should have been able to foresee. When I was told at  
11 the beginning that this matter would take five days to try, it  
12 took the Court to bring to the attention of the parties that we  
13 needed another day. And now it looks like we may need even  
14 more than that, and that could affect this jury.

15 All right. I'm stepping off for about one minute.  
16 You can get her to come back in.

17 (Short break taken.)

18 (Before the jury:)

19 THE COURT: You may be seated, ladies and gentlemen.  
20 Counsel, you may start again now that we -- I think we got  
21 several things cleared up, ladies and gentlemen. So hopefully  
22 we can go for a little while here. Proceed.

23 BY MR. DAVIS:

24 Q You've had a chance now, Mrs. Rogers, to review certain  
25 audio to help refresh you; is that correct?

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1 A Yes.

2 Q And so I ask again isn't it true that Dr. Adams came to  
3 the board to address the Imagine contract -- one of the  
4 performance directives was that Dr. Adams signed the Imagine  
5 contract without prior board approval, right?

6 A Yes.

7 Q And isn't it true that Dr. Adams told the board she had  
8 always had the authority since she had been in the district to  
9 sign those instructional contracts, correct?

10 A Yes, she did say that.

11 Q And your response to her was, yeah, that's true. I'm  
12 paraphrasing. Your response was before she came they were --  
13 you all were doing it differently?

14 A Yes.

15 Q Thank you. And the other issue had to do with the  
16 discipline of Dr. Nohelty. And my question was -- you've had a  
17 chance to refresh yourself on that?

18 A Yes.

19 Q And my question was didn't the board basically say, Dr.  
20 Adams, do whatever you think you need to do with regard to  
21 disciplining Dr. Nohelty?

22 A Yes.

23 Q Okay. And we talked about the special board meeting that  
24 was called on or about December 28th, 2015, right?

25 A Yes.

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1 Q And the primary purpose of that board meeting was to  
2 reverse the suspension of Dr. Nohelty, right?

3 A Yes.

4 Q And you all, in fact, as a board did reverse it and  
5 brought Dr. Nohelty back; correct?

6 A Yes.

7 Q And subsequent to that, you all suspended Dr. Adams  
8 because you didn't like the way she handled suspending Dr.  
9 Nohelty, is that correct?

10 A We suspended her, but I don't recall what it was for.

11 Q Why you suspended her. But you recall you suspended her  
12 shortly thereafter?

13 A Yes.

14 Q One of the -- drawing your attention to August of 2015.  
15 We've talked about the contract extension. Isn't it true that  
16 you're the one who reached out to Attorney Izzo in August of  
17 2015 and told him you had a problem with the contract extension  
18 that Dr. Adams had received in February?

19 A I don't recall.

20 Q Okay. You don't recall sending an e-mail to Gloria  
21 Johnson saying I talked to Attorney Izzo about the contract  
22 extension?

23 A I just said I don't recall.

24 Q Okay. Let me show you something to see if it would  
25 refresh your recollection.

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1 MR. DAVIS: This is a document, Judge. This is going  
2 to be Exhibit 56.

3 THE COURT: One second. One second, Counsel. Okay.  
4 Go ahead.

5 BY MR. DAVIS:

6 Q Can you see Exhibit 56 --

7 A Yes.

8 Q -- Mrs. Rogers?

9 A Yes.

10 Q I don't think I can make it any bigger. And --

11 THE COURT: You're using this to refresh?

12 BY MR. DAVIS:

13 Q Does this refresh your recollection?

14 A I haven't read it yet.

15 Q Okay. Take your time.

16 THE COURT: All right. Ma'am, have you had an  
17 opportunity?

18 THE WITNESS: Yes, I'm down to the bottom now. I'm  
19 just trying to read everybody's name and stuff.

20 THE COURT: Okay.

21 BY MR. DAVIS:

22 Q Pay attention to the date also.

23 A Okay. Thank you. Yes, I see the date.

24 THE COURT: All right. Well, first of all, it's a  
25 refreshing your recollection. So, Counsel ...

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1 BY MR. DAVIS:

2 Q Have you now had your recollection refreshed?

3 A Yes.

4 THE COURT: I've already cut it off. Proceed.

5 MR. DAVIS: Oh, okay.

6 BY MR. DAVIS:

7 Q So I ask again if on July 22nd -- earlier I said August.  
8 I misstated the date, August 2015. In fact, it was July 22nd,  
9 2015 you sent an e-mail -- you communicated with Gloria Johnson  
10 telling her you wanted the lawyer at the meeting, the special  
11 board meeting, correct?

12 A That's correct.

13 Q And you told her you believed that the contract extension  
14 wasn't valid because there were no goals in it? I'm  
15 paraphrasing again.

16 A Based on the lawyer, yes. What the lawyer said, yes.

17 Q Well, you hadn't met with the lawyer yet, right? You were  
18 saying in the e-mail you wanted the lawyer to come to the  
19 meeting. You met with the lawyer on the 22nd, but the e-mail  
20 was earlier in the day, right?

21 A I spoke with the lawyer. That looks like I spoke with the  
22 lawyer.

23 Q Well, did it say you spoke with the lawyer, or did it say  
24 this was your view? Did you see anywhere in the e-mail that  
25 said --

J. Rogers - direct by Davis

1 A It was not my viewpoint, no.

2 Q I'm sorry.

3 A No --

4 THE COURT: Excuse me. One at a time.

5 THE WITNESS: No.

6 BY MR. DAVIS:

7 Q So there's nothing in there that said I spoke to the  
8 lawyer, right?

9 A No.

10 Q And you were saying that you thought the extension wasn't  
11 valid?

12 A Yes.

13 Q Because there was lack of goals. Thank you.

14 Let's talk about contract extensions. You've been on  
15 the board how long on and off?

16 A Since 1991.

17 Q Since '91. Isn't it true that in that entire time and all  
18 the way up to today you've never seen a contract that was an  
19 extension that was given and then taken back or rescinded, is  
20 that correct?

21 A With our board?

22 Q Yes, with your board Harvey 152.

23 A No, I've never seen it. First time.

24 Q Right. Other than Dr. Adams it never happened before,  
25 right?

J. Rogers - direct by Davis

1 A First time, yes.

2 Q Okay. And usually with a contract extension the board  
3 votes, right? The public vote, you have to tell the public by  
4 law if you're extending a contract, right?

5 A Yes.

6 Q And once you vote for the contract extension, it's an  
7 official government act, right?

8 MS. SCHWENDENER: Objection. Calls for a legal --

9 MR. DAVIS: Okay. Let me rephrase that.

10 THE COURT: All right. The question's withdrawn.

11 BY MR. DAVIS:

12 Q Does the board do anything else after it votes for an  
13 extension? Are there any further steps that the board must  
14 take?

15 A Yes.

16 Q And what are those?

17 A They're to come up with a, a written contract and sign it.

18 Q Well, let me ask you this: If you're extending a  
19 contract, that means there's a contract already in place,  
20 right?

21 MS. SCHWENDENER: Objection.

22 THE COURT: If you're extending the contract, that  
23 means --

24 MR. DAVIS: Let me make it clear.

25 THE COURT: Well, I don't know the basis of that



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1 objection. All right.

2 MS. SCHWENDENER: It calls for a legal conclusion.

3 THE COURT: If you extend a contract, that means  
4 there is a contract.

5 MS. SCHWENDENER: I'll withdraw the objection.

6 THE COURT: Thank you.

7 BY MR. DAVIS:

8 Q So to extend the contract as Your Honor just stated, you  
9 have to first have a contract before you extend it, right?

10 A That's correct.

11 Q So when you vote to extend the contract, you're not  
12 creating a new contract, are you?

13 A You extend it.

14 Q Right. You're extending the existing contract?

15 A That's correct.

16 Q So if the existing contract was signed, let's say an  
17 existing contract was signed in 2013 and it was a three-year  
18 contract. You follow me?

19 A Yes.

20 Q And I want to -- it would end in 2015, June of 2015. And  
21 I want it to end in June of 2016, all I have to do is vote as a  
22 board to extend it, right?

23 A I can't answer. That's a legal opinion. I can't think I  
24 can answer that one.

25 Q Well, let me put it to you this way so it's not legal.

J. Rogers - direct by Davis

1 A Okay.

2 Q Let's make it real, not hypothetical.

3 A Okay. Thank you.

4 Q Dr. Adams had a contract, right?

5 A Yes.

6 Q She signed the contract in 2013, right?

7 A Yes.

8 Q And how long was the contract?

9 A For three years.

10 Q And so when would it have expired?

11 A Three years after '13. '16.

12 Q Right. So in February of 2015 you all voted to extend it  
13 because you didn't want it to expire in June of 2016, is that  
14 correct?

15 A That's correct.

16 Q And so you extended her existing contract, right?

17 A We voted, yes.

18 Q All right. Thank you. Didn't you tell the board when you  
19 were telling them that Dr. Adams should be written up because  
20 of the Echo situation, didn't you tell your fellow board  
21 members that you had pulled a letter, a disciplinary letter  
22 that had been given to Eric Kellogg and reviewed it?

23 A Yes, I did.

24 Q In fact, you -- were you questioned about that in a  
25 deposition with me?

J. Rogers - direct by Davis

1 A Yes, I was.

2 Q And did I ask you could you produce the letter?

3 A I don't recall whether you asked me to produce a letter.

4 Q Okay. Well, did you produce that letter that you say you  
5 read in this case?

6 A Produce it to who?

7 Q To your lawyer as part of this litigation.

8 MS. SCHWENDENER: Objection, Your Honor.

9 THE COURT: Form of the question. Sustained.

10 BY MR. DAVIS:

11 Q Okay. Do you have a copy of the letter that you say you  
12 read showing that Eric Kellogg was disciplined?

13 A No, I don't.

14 Q Does the district to your knowledge have a copy?

15 A I don't -- it should be in the personnel file. I don't  
16 know.

17 Q My question --

18 A I don't know. I don't know.

19 Q I'm sorry. Okay.

20 THE COURT: Her answer is I don't know.

21 MR. DAVIS: Okay.

22 THE COURT: Strike any other answer as speculating.

23 MR. DAVIS: Okay.

24 BY MR. DAVIS:

25 Q When I questioned you about it, you didn't have a copy at

J. Rogers - direct by Davis

1 that time?

2 A No.

3 Q Okay. Thank you. You all met on July 22nd with Attorney  
4 Izzo, right?

5 A Yes.

6 Q And we already saw an e-mail where you wanted to talk to  
7 him about the contract extension.

8 A Yes.

9 Q All right. And one of the things that you expressed at  
10 that meeting was that the goals that Dr. Adams had were, quote,  
11 generic goals. Isn't that what you said?

12 A Yes.

13 Q And these are the same goals that we saw on the chart  
14 yesterday?

15 A It's two different sets of goals, as I said yesterday.  
16 There's district goals and there's superintendent goals.

17 Q Let me stop you.

18 A Okay.

19 MR. DAVIS: And may I ask the Court to ask the  
20 witness to -- this is a yes, no question. The question is were  
21 the goals we saw yesterday the same goals that she was  
22 referring to as generic goals?

23 THE COURT: Can you answer that question.

24 THE WITNESS: I saw two sets of goals. I don't know.

25 THE COURT: Well, he's using a term generic. So do

J. Rogers - direct by Davis

1 you remember the question and your answer yesterday?

2 THE WITNESS: No.

3 THE COURT: All right, Counsel.

4 BY MR. DAVIS:

5 Q We went a little down this road yesterday. Maybe if I do  
6 it visually, it will be helpful.

7 A Yes.

8 MR. DAVIS: May I publish Exhibit 2, Judge, to the  
9 witness.

10 THE COURT: It's already been published. So I'll  
11 make sure it comes up. Proceed.

12 BY MR. DAVIS:

13 Q These are -- this is the planning and evaluation cycle,  
14 right?

15 A Yes.

16 Q These are the -- this is the process the district uses to  
17 set and evaluate its goals, right?

18 A That's correct.

19 Q There is no other written process for setting goals in the  
20 district, is there?

21 A With district goals, no.

22 Q Is there a written process -- there is no other written  
23 process for setting superintendent goals, is there?

24 A Yes, it is.

25 Q And where is that at?

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1 A It's at the district office.

2 Q So you're saying that at the district office -- what's the  
3 title of that document, and what's the date of that document,  
4 if you know?

5 A You showed it to me yesterday. It was a front that said  
6 superintendent's evaluation, and there was a part that --  
7 that's the document. That you showed me the front page  
8 yesterday.

9 Q So you're talking about the performance evaluation?

10 A Yes.

11 Q And I thought we established yesterday that the way this  
12 process works is you set the goals in May, you work through the  
13 year, you monitor and you check in your meeting, and then in  
14 February -- or January of the following year you do the  
15 superintendent's performance evaluation based on the progress  
16 of these goals. Is that how it works?

17 A I don't recall that. Two different things. You're asking  
18 me two different questions about two different things.

19 Q Well, let's look at the chart again.

20 A Okay.

21 Q I don't want to take too much time, but it's May set the  
22 goals. Two, create action plans. Three, give the  
23 superintendent the authority to implement. Then we swing all  
24 the way around here. October, evaluate how good the plan's  
25 going. Then we come all the way over here to No. 6, February.

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1 That's the evaluation that you're talking about, right?

2 A Well, No. 5.

3 Q Okay. Well, the superintendent does her self-evaluation,  
4 but she doesn't evaluate herself on that performance review I  
5 showed you, right?

6 A No.

7 Q Right. So the No. 6, that's the board's performance  
8 evaluation, right?

9 A Yes. The board evaluates the superintendent.

10 Q Right.

11 A That's correct.

12 Q So it's all part of the cycle, right?

13 A Yes.

14 Q Okay. Thank you. So, in fact -- so now we've established  
15 what we're talking about, the terminology, goals.

16 A Yes.

17 Q At the July 22nd, 2015 meeting when you all were talking  
18 about rescinding the contract extension, you said that those  
19 goals ain't specific. They're generic. They don't count  
20 basically. Is that what you were saying?

21 A No. I said they were generic, because they were  
22 district -- they're district generic goals, and they change  
23 often.

24 Q So the point being that you were making was that those  
25 didn't apply to Dr. Adams' performance, those goals?

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1 A No. Those were district goals. And some of them do apply  
2 to her. Some of them do and some of them don't.

3 Q But the whole point of the meeting was to talk about  
4 rescinding the evaluation, right -- I'm sorry, rescind the  
5 extension of the contract. Wasn't that the point of the  
6 meeting?

7 A Yes. It was some point of it, yes.

8 Q Right. And so you all were talking about how you can  
9 rescind it, and you said, well, if those goals were generic,  
10 they don't count. Then we didn't have the authority to give  
11 the extension because we didn't make sure she met her goals.  
12 Wasn't that the gist of the meeting?

13 A That was some of the items in the meeting, yes.

14 Q And so your point is those goals we just saw aren't  
15 specific, right?

16 A Some of them aren't.

17 Q So in point of fact, didn't Dr. Adams -- first of all,  
18 let's do this: Let's look at Exhibit 1.

19 MR. DAVIS: May I, Judge. It's been published  
20 before.

21 THE COURT: Any objection?

22 MS. SCHWENDENER: No, Your Honor.

23 THE COURT: Proceed.

24 BY MR. DAVIS:

25 Q This is Dr. Adams' employment contract, right?



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1 A Yes, it is.

2 Q And that's the starting point. And if we look at Section  
3 3, it has the goals, and it says no extension can be made  
4 without these goals being met; right?

5 A That's correct.

6 Q And then if we go down here, the last paragraph of the  
7 sections -- read that for me from further.

8 A Further, the superintendent and the board shall consult no  
9 later than October 1st, 2013 and June 1st of each contract  
10 year, therefore, in order to mutually determine whether such  
11 goals should be amended or additional goals needed to be  
12 included. Any amendments of additional mutual agreed upon by  
13 the parties shall be attached hereto and incorporated as part  
14 of this agreement.

15 Q Okay. So in June 1st of 2014 you all would have met to  
16 see how Dr. Adams was doing vis-a-vis her goals according to  
17 this contract?

18 A Yes.

19 Q So again -- and Dr. Adams reported to you all, isn't it  
20 true, at the June 15th -- sorry, the June 2015 retreat. Didn't  
21 Dr. Adams report that you all had assessed the goals in  
22 December, at your December retreat? Didn't you all have a  
23 retreat in December 2014?

24 A I don't recall. What date was it? December what?

25 Q I don't recall the exact date. But the key thing is at

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1 the June 2015 retreat, do you recall her saying you all we met  
2 in December to go over the goals and we met in January again at  
3 the January retreat, January 2015, to go over the goals. Do  
4 you recall that conversation?

5 A December what?

6 Q 2014.

7 A December, what date is I'm asking?

8 Q I don't know the exact date of the retreat.

9 A I couldn't answer because I don't know the date. Not that  
10 part of it.

11 THE COURT: Excuse me, ma'am. Did you have more than  
12 one retreat in December?

13 THE WITNESS: We normally don't have retreats in  
14 December. That's why.

15 THE COURT: Oh. Do you remember having a retreat in  
16 December?

17 THE WITNESS: No, I don't.

18 BY MR. DAVIS:

19 Q Do you remember having a re --

20 MR. DAVIS: I'm sorry. Were you done, Judge?

21 THE COURT: I'm done. Follow up on that.

22 BY MR. DAVIS:

23 Q Okay. Do you remember having a retreat in January?

24 A Yes.

25 Q Okay.

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1 A I don't recall the date, but I remember.

2 Q Okay. January 2015.

3 A January what date?

4 Q 2015. I don't know the date.

5 THE COURT: Of the year 2015.

6 THE WITNESS: Okay.

7 THE COURT: Do you remember having a retreat?

8 THE WITNESS: I have to -- can you tell me the date  
9 please. I got the dates in my head.

10 THE COURT: I guess the question is --

11 MR. DAVIS: I'm sorry, Miss Rogers. I don't know the  
12 date.

13 THE COURT: -- if you had a retreat or you didn't, it  
14 doesn't matter what date in January. Unless you had multiple  
15 retreats. So if you don't remember at all and you can't  
16 testify to it, say you don't remember.

17 THE WITNESS: I don't remember.

18 BY MR. DAVIS:

19 Q Okay. Do you remember -- and I may have asked this -- at  
20 the June retreat, there's another retreat, 2015, Dr. Adams  
21 talking about the goal cycle?

22 A At the retreat in June, yes.

23 Q Right. And Mr. Cohen? You know who Mr. Cohen is?

24 A Jeff Cohen, yes.

25 Q Right. And Dr. Adams was presenting -- he's an outside

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1 contractor, right?

2 A Yes.

3 Q That helps the district manage and do goals and things  
4 like that, right?

5 A Yes.

6 Q And so at the June retreat Dr. Adams was presenting a  
7 chart, and the chart had red, green, and yellow for items, task  
8 items. It had things to do, and they were either in red or  
9 green or yellow. You remember that?

10 A Yes.

11 Q Green meant we've accomplished this goal. Yellow meant we  
12 kind of -- something's going on. Red meant we haven't even  
13 started yet, is that right?

14 A Something to that effect, yes.

15 Q Right. And so when she was presenting those, she was  
16 talking about specific action items. She wasn't talking  
17 about -- that's what she was measuring, right? Specific tasks?

18 A Yes.

19 Q And it wasn't generic. It was specific. Clean up  
20 lunchroom. Red, green, yellow, whatever. It was like that  
21 kind of specificity, right?

22 A Some of them were, yes.

23 Q Okay. So at your meeting on July 22nd didn't Dr.  
24 McCaskill -- when you said, ah, these goals are generic;  
25 they're not specific, didn't Dr. McCaskill say, well, what

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1 about the goals in the goal cycle? Do they count? Do they  
2 still count? Didn't she raise that issue?

3 A She could have. I don't recall.

4 Q Okay. And didn't Betty Johnson -- she's also a board  
5 member, right?

6 A Yes.

7 Q And defendant in this case?

8 A Yes.

9 Q She was at that meeting, right?

10 A I don't have the minutes before you. I can't tell you  
11 whether she was there.

12 Q You don't remember whether she was at the meeting on July  
13 22nd to talk about --

14 A Betty Johnson --

15 Q -- extending the extension?

16 A Betty Johnson or Kisha McCaskill?

17 Q Both. They were both at the meeting.

18 A Okay. Yes, they were both there. You said -- I didn't  
19 know which one.

20 Q And didn't Betty Johnson say, well, you know what, Dr.  
21 Adams is going to bring up those goals in the goal cycle?  
22 She's going to, quote, lean on those. Didn't she say that?

23 A I don't know what she said, sir. I can't say.

24 Q So this is another one you'd have to hear the tape to  
25 actually refresh you. But here we're lucky. We've got an

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1 actual transcript --

2 A Thank you.

3 Q -- of the event. And I'll let you look at it. The jury  
4 won't be able to see it.

5 MR. DAVIS: It's going to be Plaintiff's Exhibit  
6 No. 55. And I'm showing this to the witness, Your Honor.

7 THE COURT: Once you get it up there, she will see  
8 it. All right. Take a look to refresh your recollection,  
9 ma'am.

10 BY MR. DAVIS:

11 Q Tell me to scroll where you need me to scroll.

12 A Scroll.

13 THE COURT: Well, if you -- I'm assuming you know the  
14 area that --

15 MR. DAVIS: Yes.

16 THE COURT: -- is appropriate. So just go to that  
17 area. Is there a particular page for the record?

18 MR. DAVIS: Yes, page 11.

19 THE COURT: All right.

20 MR. DAVIS: Lines 6 and 7.

21 THE COURT: All right. He's going to show you all of  
22 page 11 and just review it. And then let us know if your  
23 recollection is refreshed. All right.

24 BY MR. DAVIS:

25 Q Tell me if you need me to scroll.

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1 A You can scroll. Can I ask a question before we go. Who  
2 is Mrs. Speaker?

3 Q Well --

4 THE COURT: Obviously they don't know who. It's just  
5 saying speaker and it's a woman, am I correct?

6 MR. DAVIS: Yes.

7 THE COURT: Good question.

8 BY MR. DAVIS:

9 Q The only person identified is your lawyer. The rest of  
10 the board members --

11 THE COURT: All right. Counsel, I think we got it.  
12 Proceed.

13 MR. DAVIS: Okay.

14 THE WITNESS: I can't finish reading. I can't do two  
15 things at one time.

16 BY MR. DAVIS:

17 Q I'm sorry.

18 A Scroll.

19 THE COURT: So for the question, Miss Rogers, that  
20 was asked, have you read the part that would refresh your  
21 recollection? I believe he stated it would be at -- up at the  
22 beginning of the page.

23 MR. DAVIS: Yes. Page -- may I, Judge.

24 THE COURT: You stated -- the question is she's read  
25 up to the bottom. The question is does any of that on anyplace

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1 on the page refresh your recollection of -- what was the  
2 question again?

3 BY MR. DAVIS:

4 Q Two questions. One was didn't Dr. McCaskill -- after you  
5 said the goals that we gave Dr. Adams weren't specific, didn't  
6 Dr. McCaskill say, well, what about the goals we set at the  
7 retreat? Those don't count?

8 A Somewhat. Mrs. Speaker said that. I don't know who that  
9 was.

10 Q Okay.

11 A But it was said on the --

12 Q Well, we can play the tape.

13 THE COURT: Does any of this conversation ring a  
14 bell?

15 THE WITNESS: Yes, it does.

16 THE COURT: All right. Okay.

17 MR. DAVIS: And I will take down the transcript.

18 THE COURT: Proceed, Counsel.

19 BY MR. DAVIS:

20 Q So somebody -- one of the board members said that. What  
21 about you brought up, hey, these goals we gave Dr. Adams,  
22 they're generic? One of your fellow board members said, well,  
23 what about the goals we gave at the retreat? Those don't  
24 count? Do you recall that?

25 A Yes.



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1 Q And do you also recall one of your other board members  
2 saying, I guarantee you, talking about Dr. Adams, she's goin'  
3 lean on those goals. She going -- you recall that?

4 A Yes.

5 Q Thank you. So later in that same meeting you all decided  
6 that the goals -- that the contract extension wasn't valid,  
7 right?

8 A Yes.

9 Q And you said it wasn't valid because the goals weren't  
10 legitimate, right?

11 A I've never seen the word legitimate.

12 Q Well, let me rephrase that. That's bad phrasing.

13 Because you all hadn't given Dr. Adams specific  
14 goals, you all decided the contract extension wasn't valid,  
15 correct?

16 A No, that's not correct.

17 Q Okay. What did you all decide vis-a-vis the contract  
18 extension?

19 A That we should have sit down and met and went over the  
20 goals with her, specifically the goals in her contract to see  
21 whether they were -- she had met those goals. We should have  
22 had a meeting.

23 Q So because you say you didn't do that, the extension was  
24 not good anymore?

25 A Based on advice of the counsel, yes.

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1 Q The extension that you all gave in February, right?

2 A Yes.

3 Q And you say you was acting on advice of counsel. I don't  
4 want you to get into that now. We're going to have a chance to  
5 visit with your counsel soon. But that's the same counsel who  
6 you consulted, we talked about earlier, when you voted for the  
7 extension that told you go ahead. It's good to go. You can do  
8 one to five years. Is that the same counsel?

9 A No --

10 MS. SCHWENDENER: Objection.

11 THE COURT: Basis?

12 MS. SCHWENDENER: Misstates the testimony.

13 THE COURT: She can testify. Objection's overruled.

14 THE WITNESS: No, I didn't say that was the same  
15 counsel.

16 BY MR. DAVIS:

17 Q Was it the same law firm?

18 A No.

19 Q So Izzo -- didn't you say earlier Izzo, Petrarca was your  
20 lawyer in February of 2015?

21 A Yes, he was.

22 Q So now you're telling me it was another law firm you  
23 consulted with about the extension in February 2015?

24 A It wasn't in February, but yes, I had consulted with an  
25 attorney.

J. Rogers - direct by Davis

1 Q Was it Izzo Petrarca --

2 A No, it was not.

3 Q Okay. So you're saying that when you were making sure it  
4 was okay to give the contract extension in February, when you  
5 told your board members I checked with the lawyer, the lawyer  
6 said it's good to go one to five years, that lawyer you're  
7 referring to was not a member of Hauser Izzo?

8 A No.

9 Q So what law firm was that?

10 A That was a retreat that I attended, if I can say. Can I  
11 elaborate.

12 Q I don't want to know about the retreat. I want to know  
13 the name of the law firm --

14 THE COURT: Maybe she's trying to answer your  
15 question, Counsel.

16 THE WITNESS: I am.

17 BY MR. DAVIS:

18 Q Okay. Go ahead. And say what you need to say, Miss  
19 Rogers.

20 A There was a retreat that was held with Illinois  
21 Association of School Boards in November. And I went to a  
22 workshop that was board superintendent contract. There was a  
23 law firm there I think by the name of Schwartz and something  
24 who did a retreat at that point in board and superintendents'  
25 contracts, because we were looking at -- I was looking and

J. Rogers - direct by Davis

1 thinking about extending the contract. So I go to workshops  
2 all the time based on those things. And they talk about what  
3 you could do versus continuing a contract. What can be done  
4 backwards and forwards. So I was there, and I asked that  
5 question.

6 Q What was the name of the law firm again?

7 A I can't recall. It was Schwartz and something.

8 Q And where was that retreat at?

9 A With the Illinois Association of School Boards.

10 Q Where was the location?

11 A Downtown Chicago.

12 Q Specifically.

13 A November of that year before that. I don't know the  
14 actual building.

15 THE COURT: Counsel, she's giving you the  
16 information. She got it at a conference. That's not --

17 MR. DAVIS: Okay, Judge.

18 THE COURT: That's not -- unless you're getting  
19 information to ask questions about retainer, that's different  
20 from her getting information at a conference.

21 MR. DAVIS: Yes.

22 THE COURT: Totally different situation.

23 MR. DAVIS: Right.

24 THE COURT: All right. Let's --

25 MR. DAVIS: I agree. Thank you.

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1 BY MR. DAVIS:

2 Q So just so I'm clear, you're saying that when you in  
3 February 2015 told your board members I checked with the lawyer  
4 and he said we can give the extension for one to five years,  
5 you're now saying you were referring to a conversation you had  
6 with somebody in November of 2014?

7 A Yes. And I know whether it was 2014. It was November of  
8 the year prior to '15. So yes, it was.

9 Q So then '14?

10 A That's correct.

11 Q So you're saying you was checking on Dr. Adams' contract  
12 extension in November of 2014?

13 A That's correct.

14 Q So why didn't you talk to your own lawyer? Why would you  
15 talk to a lawyer at a conference? Didn't you all pay --  
16 weren't you paying for a lawyer at that time?

17 MS. SCHWENDENER: Objection, Your Honor.

18 THE COURT: Sustained. Sustained. Don't answer.

19 MR. DAVIS: Okay.

20 THE COURT: That's irrelevant.

21 MR. DAVIS: Thank you, Judge.

22 BY MR. DAVIS:

23 Q So isn't it true that on July 22nd Gloria Johnson -- you  
24 all are talking about rescinding the contract, and you all had  
25 a little debate, what do we tell Dr. Adams? We need to bring

J. Rogers - direct by Davis

1 her in here and tell her we're rescinding this thing. Gloria  
2 Johnson said because it was illegal. Didn't she say that? The  
3 extension was illegal.

4 A I can't speak for Gloria Johnson.

5 Q Okay. Let me -- can I refresh you with the transcript  
6 again?

7 THE COURT: You can do that, Counsel. Isn't Gloria  
8 Johnson going to testify?

9 MR. DAVIS: Well, she may not. But depending on  
10 whether she's here that day, I have no problem putting her on.  
11 But I'll move on, Judge.

12 THE COURT: No, I mean, if you want to use the -- I'm  
13 not going to stop you. Also just watch your time. We're going  
14 to have to take a break soon.

15 MR. DAVIS: Right. I'm aware of that. Thank you,  
16 Your Honor.

17 THE COURT: All right.

18 BY MR. DAVIS:

19 Q Do you recall you all having a debate about what to call  
20 it? Do you say the rescission -- it being the rescission. Do  
21 you say it was illegal? Some board members didn't like that  
22 term, because they don't do nothing illegal they said. And so  
23 you all eventually came down and concluded that you would say  
24 it was ineffective.

25 A That's correct.

J. Rogers - direct by Davis

1 Q Okay. And, in fact, that's what happened. You brought  
2 Dr. Adams in and you told her you're thinking this contract --  
3 eventually actually she wasn't told in July 2015. That's what  
4 she was told on -- in August at the August 17th meeting. She  
5 was just told the contract's ineffective -- the contract  
6 extension is ineffective?

7 A Yes.

8 MR. DAVIS: Thank you. I think that is all I have  
9 for Mrs. Rogers, Your Honor.

10 THE COURT: On direct. All right. Let's come to the  
11 side, so I can do some scheduling and figure out where we are.  
12 Thank you.

13 (Sidebar proceedings out of the hearing of the jury:)

14 THE COURT: How much time do you need?

15 MS. SCHWENDENER: 20 minutes. 30 minutes maybe max.

16 THE COURT: Really? Then let's go ahead and do this.

17 (Before the jury:)

18 THE COURT: All right. Thank you.

19 Cross-examination.

20 THE WITNESS: I am still here.

21 THE COURT: You're still here. And, Counsel, are you  
22 going to go into any questions -- since this is your defendant,  
23 do you want to be allowed to go into any questions about --  
24 that you would put her on for direct?

25 MS. SCHWENDENER: Yes, Your Honor.

J. Rogers - cross by Davis

1 THE COURT: All right. So, ladies and gentlemen,  
2 what I just did was because the normal procedure is for the  
3 plaintiff to put on their own case, their own case in chief and  
4 their own witnesses, and they can't lead them through some of  
5 the questions, because, as I stated yesterday, Miss Rogers is a  
6 defendant being called in the plaintiff's case in chief, they  
7 are allowed to lead. However, the defendant obviously would  
8 put the witness in their case in chief after the plaintiff  
9 rests.

10 In order to save a little time here we're just going  
11 to have the defendant Miss Rogers be on the stand once. And so  
12 she's going to be able to be questioned as the defense witness  
13 also. All right. Proceed.

14 MS. SCHWENDENER: Thank you, Your Honor.

15 CROSS-EXAMINATION

16 BY MR. DAVIS:

17 Q Mrs. Rogers, you testified earlier that you had been a  
18 board member since 1991, is that correct?

19 A Off and on, yes.

20 Q Is it an elected or an appointed position?

21 A Elected.

22 Q How many times were you elected or reelected?

23 A Last count was about six times.

24 Q Are you compensated for your services as a board member?

25 A No.



J. Rogers - cross by Davis

1 Q You've established earlier that you were a member of the  
2 board during plaintiff's tenure as superintendent, correct?

3 A Yes.

4 Q And did you vote to hire plaintiff as superintendent?

5 A Yes.

6 Q I take it you're aware that plaintiff had a contract with  
7 the district, correct?

8 A Yes.

9 Q And are you familiar with the general terms of that  
10 contract?

11 A The majority of it, yes.

12 Q And what was the term of that contract?

13 A It was a three-year contract with the dollar amount of  
14 \$165,000. There was travel expenses in there that she didn't  
15 know about that I did inform her of. There were sick days in  
16 there and vacation days and personal days.

17 Q Are you aware of whether plaintiff had goals that she had  
18 to meet as part of her job?

19 A Yes.

20 Q Now, yesterday and today counsel asked you a series of  
21 questions about goals for the superintendent. Can you please  
22 briefly explain, is there a difference between district wide  
23 goals and superintendent goals?

24 A Yes, it is. Explain?

25 Q Briefly, please.

J. Rogers - cross by Davis

1 A Yes, it is. We come to a retreat, and we do district  
2 goals with not just the superintendent, with everyone else. We  
3 wouldn't dare take the superintendent's goals and have everyone  
4 else in the room going over her goals to put her business out  
5 whether she completed them or not with other people. We would  
6 do her goals specifically different on a different date and a  
7 different time. Those goals that we set that are district  
8 goals on that evaluation form that you saw were district goals.

9 We had a group of 10 or 15 people that came through  
10 there that participated in the red and the green, changing of  
11 those different numbers. And she didn't just now make those  
12 changes. Some of the other people that were there like the  
13 business manager, whether we met a certain amount of money.  
14 The special ed director who did certain things. They talked  
15 about test scores, who was Miss Miller. They went and showed  
16 where they went up or went down, different areas. So we  
17 wouldn't dare discuss superintendent's performance goals in  
18 front of all those other people.

19 Q So is it fair to say that at the retreat, specifically the  
20 June 2015 retreat it was not just with the board members and  
21 the superintendent?

22 A Oh, yes. It was a lot of people there.

23 Q Drawing your attention to February 23rd of 2015. At any  
24 point -- well, I think it's been established the board voted to  
25 extend plaintiff's contract, correct?

J. Rogers - cross by Davis

1 A Yes.

2 Q And can you briefly tell the jury how the discussion to  
3 extend plaintiff's contract came about.

4 A I had some conversation with the superintendent not at  
5 that particular meeting, in person and on the phone before that  
6 came up. She had approached me and asked me about since I was  
7 the president, about a contract extension. I spoke with her  
8 about it. I spoke with the board about it, and said that they  
9 would probably -- she asked could she get an extension for her  
10 contract.

11 The board was not interested in giving an extension.  
12 We talked and we talked it over, and they decided to go with  
13 one year. Based on that conversation, we said that we would  
14 give her a one-year extension of what she had. She needed to  
15 get with her attorney and our attorney and work out the terms  
16 of that and bring it back to us later.

17 Q And how long was the extension for?

18 A One year.

19 Q And was the extension under the same terms as her existing  
20 contract?

21 A I didn't hear you.

22 Q Was the extension under the same terms as her existing  
23 contract?

24 A Yes, it was.

25 Q Same terms including salary and benefits?

J. Rogers - cross by Davis

1 A Yes.

2 Q Now, before voting to extend plaintiff's contract, did the  
3 board make any formal findings whether plaintiff had met her  
4 goals?

5 A No.

6 Q To your knowledge did plaintiff accept the one-year  
7 contract extension?

8 A No.

9 Q What was your role with the board in February of 2015?

10 A I was the board president at that time.

11 Q And in the spring of 2015 did plaintiff approach you  
12 regarding her contract?

13 A Of 2015? No, she didn't approach me. I approached her.

14 Q And what was that about?

15 A It was around March of 2015 I called her on the phone and  
16 said we approved the extension on your contract. Have you  
17 decided and worked it out with the two attorneys yet, and she  
18 told me no.

19 Q Did you have any further discussion at that time?

20 A That was an election year. Yes, I did. I was up for  
21 election. A couple other board members was up for election. I  
22 called her back in February after the election, and I had won  
23 the election, but a couple -- I think one person had lost. And  
24 I said to her, have you done anything with your contract yet?  
25 We're still -- I'm still waiting to sign it. Because in May I

J. Rogers - cross by Davis

1 don't know whether I'll be here. And we're trying to finish up  
2 what we started in February. She told me she would take her  
3 chances with the new board. So at that point I just didn't  
4 call anymore.

5 Q To your knowledge did plaintiff request changes to her  
6 contract?

7 A I never saw that contract until this liti -- this stuff  
8 started coming. The changes in the contract I only saw now. I  
9 didn't know whether she had done it then. So I didn't see  
10 anything other than the extension. I just saw that when this  
11 proceeding started.

12 Q Did plaintiff ever accept the board's one-year contract  
13 extension?

14 A No.

15 Q Did plaintiff ever agree to work under the same terms and  
16 conditions as her existing contract?

17 A No. She said she wanted more money.

18 Q Did plaintiff ever sign a one-year contract extension?

19 A No.

20 Q In your experience as a board member, have you ever  
21 extended a contract without requiring the employee to, to sign  
22 an extension?

23 A No.

24 Q Now, directing your attention to the summer of 2015. At  
25 any time did plaintiff request an audit into the district's

J. Rogers - cross by Davis

1 finances?

2 A Yes.

3 Q And was that in June of 2015?

4 A Yes, it was.

5 Q And to your knowledge what was the board's response to her  
6 request?

7 A It was a favorable response to it, yes.

8 THE COURT: I'm sorry. It was what?

9 THE WITNESS: Favorable.

10 BY MS. SCHWENDENER:

11 Q Now, we've heard terms over the last couple days of an  
12 RFP. Could you explain what is an RFP.

13 A It is what you put together actually to bring to the board  
14 of different particular items that you want to have in a --  
15 have looked at actually.

16 Q What does RFP stand for?

17 A I can't recall what the RFP stands for.

18 Q Is an RFP like a proposal?

19 A It's a proposal, of course.

20 Q And plaintiff was asking for a -- to put together a  
21 proposal for an audit?

22 A Yes, she was.

23 Q Now, you're aware that plaintiff claims that Mr. Rogers  
24 threatened her, correct?

25 A Yes.

J. Rogers - cross by Davis

1 Q Did you -- at some point were you informed of what the  
2 threat was?

3 A Yes. By the newspaper.

4 Q Do you recall when you learned about the threat?

5 A Monday, the 13th of July. I learned about the threat  
6 prior to it, but what the actual threat was was Monday.

7 Q Had plaintiff ever told you that Mr. Rogers had threatened  
8 her before?

9 A No.

10 Q Are you aware that plaintiff filed a police report in  
11 response to Mr. Rogers' threats?

12 A Yes.

13 Q Do you recall when you learned about the police report?

14 A I can't recall. I don't recall the date when I learned  
15 about it. I can't specifically say.

16 Q Were you ever interviewed by the police about the alleged  
17 threat?

18 A No.

19 Q Did Mr. Rogers receive any disciplinary action by the  
20 board in response to the alleged threat?

21 A No.

22 Q Are you aware of any discussions amongst the board members  
23 specifically discussing this alleged threat?

24 A No.

25 Q Now, you -- counsel was asking you questions earlier about

J. Rogers - cross by Davis

1 a letter that you delivered to plaintiff, is that correct?

2 A Yes.

3 Q And can you -- what was this letter?

4 A It was a letter of some items that I was interested in  
5 bringing to the board's attention and superintendent's  
6 attention to be placed on the agenda for a board meeting in, in  
7 July. I had been looking at some things and taking a look at  
8 the Echo information started back in May. Before that I heard  
9 about it prior to that, but May was when I went to an Echo  
10 board meeting. And, of course, I worked at Echo for a small  
11 amount of time.

12 So I was checking out that -- I had spoken with some  
13 other board members, and they were talking about this huge  
14 amount of money that they all owed back to Echo, and that we  
15 were on the list. And I said to the board members and, and  
16 other people that I spoke with and superintendents that we  
17 couldn't have been on the list because we were not aware of it.  
18 And they laughed at me, and said yes, you are on the list. And  
19 they pulled the list, the amount and gave me a copy. I said,  
20 well, we don't know anything about it.

21 At that point, that was in May, it was a change I  
22 think in the board at that time because that was 2015. It was  
23 a lot of chaos going on between the board. So I just went to  
24 the Echo board meeting myself, sit there and listened. And  
25 then I went and pulled up all the dates of the Echo board



J. Rogers - cross by Davis

1 meetings that the superintendent, this was in May, had  
2 attended. And I noticed out of 38 meetings she had missed 20  
3 and not sent a representative from the district.

4 Q Now, this letter, was this delivered to plaintiff on  
5 July 10th of 2015?

6 A Yes, it was.

7 Q Did you personally --

8 A At the plaintiff.

9 Q Did you -- how was the letter delivered?

10 A Okay. I brought the letter into the district. I came up  
11 to the front desk, and I called -- I had the switch board  
12 person to call the superintendent's office. The secretary came  
13 out, got the letter, took it back into the superintendent's  
14 office, and I got in the car and I left.

15 Q On July 10th did you have any meetings with plaintiff?

16 A No, I did not.

17 Q Did you speak with plaintiff on that date?

18 A No, I did not.

19 Q At the time you delivered the letter had you known that  
20 plaintiff had filed a police report?

21 A There was no police report filed at that time, and nobody  
22 had been there until I left.

23 Q So the answer is no?

24 A No. I'm sorry.

25 Q Now, drawing your attention to July of 2015. At some

J. Rogers - cross by Davis

1 point the board voted to rescind the one-year contract  
2 extension it previously offered to plaintiff, correct?

3 A That's correct.

4 Q And when was that?

5 A When was the extension? When was it -- we took it back,  
6 took the contract? What are you saying? Ask that question.

7 Q At the time that the board -- or strike that.

8 In July of 2015 the board had a discussion to rescind  
9 the one-year contract extension, correct?

10 A Yes.

11 Q Now, going back to the February 23rd, 2015 meeting. Did  
12 the board ever make the findings that plaintiff had met her  
13 goals prior to extending the contract?

14 A No.

15 Q Why did the board -- at some point the board voted to  
16 rescind plaintiff's contract, correct?

17 A Yes.

18 Q And was that on -- was that -- when was that?

19 A In August of 2015.

20 Q Why did the board vote to rescind plaintiff's contract?

21 A Based on the advice of counsel that her goals -- we had  
22 not even discussed her goals, and, and there was a law that --  
23 and it was in her contract basically that we had to discuss and  
24 see whether she met them and go back and forth. We had not had  
25 a meeting for that.

J. Rogers - cross by Davis

1 Q Did the board ever -- strike that.

2 At any point prior to did the board make a finding  
3 that plaintiff had met her goals?

4 A No.

5 Q Did the decision to -- or did the vote to rescind  
6 plaintiff's one-year contract extension have anything to do  
7 with plaintiff's request for a forensic audit?

8 A No.

9 Q Did the decision to rescind plaintiff's contract extension  
10 have anything to do with plaintiff's alleged threats against  
11 Mr. Rogers?

12 A No.

13 Q Did the decision to rescind plaintiff's contract extension  
14 have anything to do with the police report plaintiff filed?

15 A No. I had never seen the police report until -- I had  
16 never seen the police report, no.

17 Q Are you aware of any discussion by any other board member  
18 that based their vote to rescind the contract on plaintiff's  
19 request for a forensic audit?

20 A No.

21 Q Are you aware of any discussion by any other board member  
22 that based their vote to rescind the contract extension on Mr.  
23 Rogers' alleged threat?

24 A No. Can I elaborate on it?

25 Q That's okay.

J. Rogers - cross by Davis

1 A Okay.

2 Q Did -- are you aware of any discussion by any board member  
3 that based their vote to rescind the contract extension on the  
4 police report?

5 A No. We had never seen it. No.

6 Q Drawing your attention to August 17th, 2015. At any time  
7 did the board issue performance directives to plaintiff?

8 A Yes.

9 Q And what are performance directives?

10 A Some of the things that we saw that needed to be corrected  
11 by the superintendent or that particular person, we would give  
12 them things that needed to be corrected in writing with the  
13 attorney present.

14 Q Did the issuing of the partial performance directives have  
15 anything to do with plaintiff's request for a forensic audit?

16 A No.

17 Q Did the issuing of partial performance directives have  
18 anything to do with Mr. Rogers' alleged threat?

19 A No.

20 Q Did the issuing of a partial performance directives have  
21 anything to do with plaintiff's filing of a police report?

22 A No.

23 Q Did you vote to issue performance directives for  
24 plaintiff?

25 A I don't recall. Could you refresh my memory.

J. Rogers - cross by Davis

1 Q I'll move on.

2 THE COURT: All right.

3 BY MS. SCHWENDENER:

4 Q Are you aware of any discussion amongst the board members  
5 that based their vote on -- to issue the performance directives  
6 on plaintiff's request for a forensic audit?

7 A No.

8 Q Are you aware of any vote amongst any board members that  
9 based their vote on Mr. Rogers' alleged threat?

10 A No.

11 Q Are you aware of any discussion by any board member that  
12 based their vote on the police report?

13 A No.

14 Q Counsel asked you questions earlier about a conversation  
15 you may have had with a lawyer regarding the -- whether you  
16 could extend a contract for one to five years.

17 A Repeat the question.

18 Q Counsel asked you earlier about a conversation you may  
19 have had with a lawyer whether to extend plaintiff's contract  
20 for one to five years.

21 A Yes.

22 Q Do you remember that?

23 A Yes.

24 Q Now, that conversation, was that just general information  
25 you may have learned at a seminar?

J. Rogers - redirect by Davis

1 A That's correct. And you can ask questions at the end of  
2 those seminars with those attorneys.

3 Q Those -- your general questions, that didn't have anything  
4 to do with plaintiff's specific contract, correct?

5 A No.

6 Q Is that correct?

7 A No. No, it didn't have anything to do with her contract.

8 MS. SCHWENDENER: If I could just have one minute,  
9 Your Honor.

10 THE COURT: You may.

11 MS. SCHWENDENER: Thank you.

12 (Brief pause.)

13 BY MS. SCHWENDENER:

14 Q Mrs. Rogers, prior to February 23rd of 2015 had the board  
15 ever voted to -- that plaintiff -- or made a finding that  
16 plaintiff had met her goals?

17 A No.

18 MS. SCHWENDENER: Thank you. Nothing further.

19 THE COURT: Thank you. Any redirect?

20 MR. DAVIS: Yes, Judge.

21 THE COURT: All right. Briefly. Proceed.

22 REDIRECT EXAMINATION

23 BY MR. DAVIS:

24 Q Mrs. Rogers, isn't it true that on February 23rd, 2015 you  
25 told Dr. Adams the board had voted to extend her contract?

J. Rogers - redirect by Davis

1 A Was that the board meeting?

2 Q Yes.

3 A I think we voted out front and she was there, yes.

4 Q Didn't you call her into closed session and say we decided  
5 to let you go. No, I'm just kidding. We're going to vote to  
6 extend your contract?

7 A No, I didn't say that to her.

8 Q Okay. In fact, didn't you say that --

9 MR. DAVIS: Well, I'd like to play the board meeting  
10 minutes from that meeting, Judge --

11 THE COURT: Oh, the Court --

12 MR. DAVIS: -- that are on point.

13 THE COURT: Do you want to state your objection for  
14 the record?

15 MS. SCHWENDENER: Sure. Objection for the record.  
16 Thank you, Your Honor.

17 THE COURT: All right. Overruled. We have to take a  
18 break now. What we'll do is we'll take the break, a very short  
19 break. All rise.

20 (Jury excused.)

21 THE COURT: While she steps out very quickly,  
22 Counsel, I'm assuming -- I'd like to finish her before 12:30.

23 MR. DAVIS: Sure.

24 THE COURT: It seems like we're on that way there.

25 MR. DAVIS: Yes, Judge.

J. Rogers - redirect by Davis

1 THE COURT: And then we'll be taking about a half an  
2 hour to no more than 35, 40-minute break for lunch. And your  
3 next witness is?

4 MR. DAVIS: Probably Dr. Nohelty or Sophia  
5 Jones-Redmond.

6 THE COURT: Okay. Well, you need to decide who's  
7 been here longer or who you're going to make madder.

8 MR. DAVIS: Yes, that's true.

9 THE COURT: All right. So anyway --

10 MR. DAVIS: I'll probably take Sophia Jones-Redmond.

11 THE COURT: Okay. All right. So anyway, have that  
12 person ready to be here, I would actually say just a little  
13 after 1. All right. We're going to be ready to start. And  
14 then we have exactly no longer -- if we can get started at like  
15 10 minutes after 1, we have exactly two hours at the most. All  
16 right. So just keep that in mind when you're doing your  
17 witnesses. All right.

18 MR. DAVIS: Thank you, Judge.

19 THE COURT: All right. But we'll be dealing with  
20 instructions conference after. So everybody understands, this  
21 Court, again, since they're my instructions, I am not going to  
22 put some messy stuff up there so my poor staff had to work  
23 overtime to do your jobs on instructions. But we'll go through  
24 it. All right. Thank you.

25 (Short break taken.)



J. Rogers - redirect by Davis

1 THE COURT: Anything else, plaintiff? Anything else,  
2 defendant?

3 MS. SCHWENDENER: No, Your Honor.

4 THE COURT: Before they come out.

5 (Before the jury:)

6 THE COURT: Be seated, ladies and gentlemen. Miss  
7 Rogers. Counsel, do you need the last question read?

8 MR. DAVIS: No, Judge. I can --

9 THE COURT: All right. Proceed. Redirect.

10 BY MR. DAVIS:

11 Q So I'm going to play an excerpt from Exhibit 71, volume  
12 VN810174. This is from the February 23rd, 2015 board meeting.

13 (Whereupon, said tape was played in open court.)

14 THE COURT: All right.

15 BY MR. DAVIS:

16 Q So, in fact, did you -- counsel asked you -- well, in  
17 response to counsel's questions you said that you told Dr.  
18 Adams that she needed to go back and make some changes to the  
19 contract and -- with her lawyer and bring it back to be signed.  
20 Isn't that what you said?

21 A Yes, I did.

22 Q Did you hear anything on there where you told Dr. Adams  
23 any of that?

24 A No, I didn't.

25 Q Also I'm a little confused. Counsel asked you was it the

J. Rogers - redirect by Davis

1 same contract with the same terms that was being extended, and  
2 you said yeah -- yes, right? Wasn't that your answer?

3 A Yes.

4 Q But then at the same time you said you wanted her to get  
5 with her lawyer to make changes and come back and sign it. If  
6 it's the same contract on the same terms, why would she need  
7 to -- can you --

8 A Because there was a date on there that stopped and there's  
9 a clause in there that she showed actually on the board that we  
10 could not strike or do anything in it. So if you struck the  
11 date, you destroyed the contract. So the date and everything  
12 had to be changed that it was in there and signatures on there  
13 even if the officers had changed. And I think some of the  
14 officers had changed prior to that. I don't know. But I'm  
15 sure the signatures and stuff had to be redone and the date.  
16 It was to 2016. So we were going to extend it. It had to have  
17 a date change.

18 Q Why? The contract, we looked at it, provided for  
19 extensions of one to five years. And if you know the contract  
20 ends on -- ran to June 30th and you say it's extended one year,  
21 you got to rewrite the contract to --

22 A Yes.

23 Q Is, is there anything in the contract that said that?

24 A I'd have to read it over again if you want me to.

25 Q Okay. Well, let's look at the contract.

1 THE COURT: Well, then, Counsel, we'll do that after  
2 lunch.

3 MR. DAVIS: Okay. All right.

4 THE COURT: You're getting into the contract. And  
5 the Court's certain that you're going to have an issue of where  
6 you have to look and you need to find it. Unless you already  
7 know.

8 MR. DAVIS: Well, it's pretty straightforward, Judge,  
9 but I defer.

10 THE COURT: No, I mean, if you can --

11 MR. DAVIS: I'm all for lunch.

12 THE COURT: No. No.

13 MR. DAVIS: I like lunch.

14 THE COURT: No. But if you can get this covered, and  
15 I'm sure they're going to want to ask questions for five  
16 minutes.

17 MR. DAVIS: Sure.

18 THE COURT: We can go back and forth. But if you  
19 think you can find it right away, please do.

20 MR. DAVIS: I think they're going to want to ask  
21 questions so we should go to lunch.

22 THE COURT: Well, no. No. Let me find out, Counsel.  
23 Let's see. This is like one. If you know exactly where you're  
24 going on this, the Court would like you to do it now. I want  
25 to finish this witness if at all possible.

1 MR. DAVIS: Well, this isn't the only thing I want  
2 to --

3 THE COURT: Redirect on?

4 MR. DAVIS: Yes.

5 THE COURT: All right. We'll take a lunch break now,  
6 ladies and gentlemen. Again, we talked about doing it earlier  
7 because we want to -- we have committed to getting you -- those  
8 of you who have trick or treaters, trying to get you to them.  
9 And I'm sure even if it's not yours, but the other ones in the  
10 neighborhood would want you to be there probably. And so we'll  
11 go to -- about a 35-minute lunch. So please be back in the  
12 room at 1:05. All right. Again, don't discuss the matter.  
13 Don't talk about the matter among yourselves. Don't do any  
14 independent review, and we'll see you back here at 1:05. All  
15 right. All rise.

16 (Jury excused.)

17 THE COURT: All right. You are still under oath. So  
18 you're not done during this break. You are obviously a party.  
19 So if you need to talk to your lawyers, you can. If you talk  
20 to anybody else, again, be aware that is fair game for  
21 questioning. All right?

22 THE WITNESS: Okay.

23 THE COURT: All right. Thank you. You may step  
24 down.

25 (Witness excused.)

1 THE COURT: All right. Assuming that counsel has at  
2 least 10 minutes left of questioning, I'm assuming you will  
3 want -- will be asking for another attempt at questioning?

4 MS. SCHWENDENER: Just a couple. I don't have any --  
5 just a couple.

6 THE COURT: All right. All right. So lets  
7 guesstimate that hopefully we'll start the next witness, my  
8 plan would be by 1:30 to start the next witness. Let's try to  
9 keep that in mind. Obviously if somebody answers and opens the  
10 door up to some other direction, the Court may have to make an  
11 adjustment. But that's the plan.

12 All right. Anything outside of scheduling plaintiff  
13 wants on the record right now?

14 MR. DAVIS: No, Your Honor.

15 THE COURT: Defense, anything?

16 MS. SCHWENDENER: No, Your Honor.

17 THE COURT: All right. See you all after lunch.

18 MS. SCHWENDENER: Thank you.

19 MR. DAVIS: Thank you.

20 (Whereupon, said trial was recessed at 12:30 p.m., until  
21 1:05 p.m.)  
22  
23  
24  
25

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

DR. DENEAN ADAMS,	)	No. 15 C 8144
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
BOARD OF EDUCATION HARVEY SCHOOL	)	October 31, 2018
DISTRICT 152, GLORIA JOHNSON in her	)	Chicago, Illinois
individual capacity, BETTY JOHNSON	)	1:19 P.M.
in her individual capacity, DR.	)	
KISHA McCASKILL in her individual	)	
capacity, TYRONE ROGERS in his	)	
individual capacity, LINDA HAWKINS	)	
in her individual capacity, FELICIA	)	
JOHNSON in her individual capacity,	)	
	)	
Defendants.	)	Trial

VOLUME 3  
TRANSCRIPT OF PROCEEDINGS  
BEFORE THE HONORABLE SHARON JOHNSON COLEMAN, and a jury

APPEARANCES:

For the Plaintiff:	MR. JEROME M. DAVIS, ESQ.
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1 (Proceedings had in open court.)

2 THE COURT: Anything on the record, plaintiff?

3 MR. DAVIS: No, your Honor.

4 THE COURT: Defense?

5 MS. SCHWENDENER: No, your Honor.

6 THE COURT: All right. You know where you are?

7 Everything is queued up?

8 MR. DAVIS: Yes, your Honor.

9 THE COURT: All right. Everybody rise.

10 (Jury in.)

11 THE COURT: Be seated, ladies and gentlemen.

12 All right. Proceed, counsel.

13 MR. DAVIS: Thank you, your Honor.

14 THE COURT: On redirect. Proceed.

15 (Witness sworn.)

16 JANET ROGERS, PLAINTIFF'S WITNESS, PREVIOUSLY SWORN

17 REDIRECT EXAMINATION

18 BY MR. DAVIS:

19 Q. When we last left, Mrs. Rogers, I was expressing confusion  
20 because you told your counsel that the contract was being  
21 extended on the same terms. There were no changes, right?

22 A. Yes.

23 Q. That's a yes, no question.

24 A. Yes.

25 Q. Thank you.



1 But then you also said you told Dr. Adams to get with  
2 her lawyer and make the changes and sign the extension. Didn't  
3 you say that?

4 A. Yes.

5 Q. Okay. So if we look at Exhibit 1 --

6 MR. DAVIS: And I would like to publish, if I may,  
7 your Honor.

8 THE COURT: Yes, you may.

9 MR. DAVIS: Thank you.

10 BY MR. DAVIS:

11 Q. I'm going to -- this is the contract that was extended,  
12 right?

13 Can you see Exhibit 1?

14 THE COURT: Everything is up. Hold on.

15 THE WITNESS: Nothing is on here.

16 THE COURT: Nothing is on. Counsel, are you unplugged  
17 or something?

18 MR. DAVIS: Oh, I am, Judge.

19 THE COURT: Oh.

20 MR. DAVIS: Sorry about that.

21 THE COURT: That's okay. That will do it.

22 All right. Let's see. There we go. It is working.  
23 Here you go.

24 MR. DAVIS: Okay. Thank you.

25 BY MR. DAVIS:

1 Q. So is this the contract that was extended, Mrs. Rogers?

2 If you need me to scroll, I will.

3 A. Yeah, this is the contract.

4 Q. Okay. So as I scroll through here, before we left, you was  
5 talking about something was scratched out and the date and --  
6 is there anything scratched out on here?

7 A. No.

8 Q. Any date changes on here?

9 A. No.

10 Q. And is this contract signed at the bottom?

11 A. Yes.

12 Q. Is there -- let's go on to something else.

13 Counsel talked to you a lot about was there a finding  
14 that the goals was met. You all never made a finding. Do you  
15 remember that?

16 A. Yes.

17 Q. Did you make a finding in 2014 that Dr. Adams met the  
18 goals?

19 A. I don't recall.

20 Q. Look at the contract, what I have got queued up here, where  
21 it says further. You read this earlier, right?

22 A. Yes.

23 Q. You testified earlier that this happened in June of 2014  
24 that you all did this. Do you remember that?

25 A. That we did the contract?

1 Q. No, you did this review to make sure that the  
2 superintendent was progressing on the goals.

3 A. You would have to play that back.

4 THE COURT: No, why don't you go ahead and rephrase  
5 the question.

6 MR. DAVIS: Okay.

7 BY MR. DAVIS:

8 Q. Read this where it says further, Mrs. Rogers.

9 A. Further the superintendent and the board shall consult no  
10 later than October 1st, 2013, and June 1st of each contract  
11 year thereafter in order to mutually determine whether such  
12 goals should be amended or additional goals needed to be  
13 included.

14 THE COURT: Slow down a little bit when you're  
15 reading.

16 THE WITNESS: Okay.

17 THE COURT: She has got to take it all down.

18 THE WITNESS: Oh, okay. I'm a fast reader. I'll slow  
19 it --

20 THE COURT: All right. Go ahead.

21 BY THE WITNESS:

22 A. Any amendments or additions mutually agreed upon by the  
23 parties shall be attached hereto and in cooperate as part of  
24 this agreement.

25 BY MR. DAVIS:

1 Q. And so earlier when you read this the first time, I asked  
2 you did you all in June 2014 go through this process with  
3 Dr. Adams.

4 A. No.

5 Q. But earlier you said you did.

6 A. The goals setting in this contract?

7 Q. I'm talking about this review process. This isn't goals,  
8 Dr. Adams, this -- I'm sorry, Mrs. Rogers -- this is saying  
9 every year the district will meet on June 1st with the  
10 superintendent, assess goals, and make sure they are making  
11 progress towards the goals. Isn't that what this says?

12 A. That's what it says.

13 MS. SCHWENDENER: Objection, your Honor.

14 THE COURT: Objection sustained as to, isn't that what  
15 it says.

16 You asked a question, she answered it, and then you go  
17 on. Plus it is adversarial questioning, but some of it is  
18 argument that should be saved.

19 Proceed. Next question.

20 BY MR. DAVIS:

21 Q. So you are changing your answer from earlier that when you  
22 said you all did this process in June of 2014, you're now  
23 saying you didn't.

24 A. Can you repeat the question from earlier? Repeat it or she  
25 can play it back so I can hear what he's talking about.

1 THE COURT: If you don't remember from earlier, we're  
2 not going to go back to it, so --

3 THE WITNESS: I don't recall.

4 THE COURT: All right. So it is what it is. Proceed.

5 MR. DAVIS: I don't want to go back either, Judge.

6 THE COURT: We have a different court reporter here so  
7 we're not going back.

8 THE WITNESS: Okay.

9 THE COURT: All right.

10 BY MR. DAVIS:

11 Q. The bottom line is this, Mrs. Rogers, you all tried to  
12 follow the terms of this contract, right? You wanted to follow  
13 the terms and do what the contract said, right?

14 A. I wanted to follow terms of all contracts.

15 Q. The board, yes.

16 Okay. Is there any writing anywhere, prior to July  
17 of 2015, or prior -- let's even say up until now, is there any  
18 writing anywhere where the board made a finding that a  
19 superintendent was meeting goals? A finding, a written  
20 finding, saying superintendent met goals, that's part of the  
21 review process.

22 Let's take it in two parts. Is there anything in  
23 Dr. Adams's tenure before July 10th, 2015, where you all made  
24 such a finding?

25 A. No, not to my knowledge.

1 Q. Is there any written document that said that that was what  
2 you all had to do, other than this contract saying that you had  
3 to make a finding about goals before you could do an extension?

4 A. Not in this contract.

5 Q. Is there --

6 A. There wasn't --

7 Q. I said anywhere in the universe.

8 A. I don't know where it is in the universe. I couldn't  
9 answer that question.

10 Q. Well, let's say District 152. Is there any policy,  
11 anything in 152 in writing that said, during Dr. Adams's tenure  
12 she met goals -- you already answered that question.

13 The question is did you all have a written policy  
14 somewhere that said you must make a statement -- a writing -- a  
15 written statement stating whether or not the superintendent met  
16 goals before you could do a contract extension?

17 A. I don't think we have a policy.

18 Q. Okay. Thank you.

19 THE COURT: All right. Counsel, five more minutes.  
20 This is redirect.

21 MR. DAVIS: Okay. Five more minutes, Judge. I'll  
22 make it shorter than that.

23 THE COURT: Uh-huh.

24 BY MR. DAVIS:

25 Q. You said Dr. Adams never accepted the contract extension,

1 right?

2 A. Yes.

3 Q. And you said Dr. Adams never even worked under the  
4 contract, right?

5 Counsel asked you, did Dr. Adams ever work under the  
6 existing contract, and you said no.

7 A. Can you explain work under, what work under means.

8 Q. Well, was she employed in 152 in 2015?

9 A. Yes.

10 Q. After July 2015?

11 A. Yes.

12 Q. August 2015, September, all of that she was still employed,  
13 right?

14 A. Yes.

15 Q. And she was still employed under this contract.

16 A. Yes.

17 Q. So she was working under this contract.

18 A. Yes.

19 Q. Thank you.

20 You said you don't know when the police report was  
21 made. Isn't it true that your husband got a call from -- do  
22 you know who Dreina Lewis is?

23 A. Yes, I do.

24 Q. Isn't it true that Dreina Lewis called your husband on July  
25 9th and told him that a police report was being made by

1 Dr. Adams saying that he threatened her?

2 A. No, that's not true.

3 Q. So if your husband testified to that under oath earlier,  
4 you are saying that's not true?

5 A. July 10th?

6 Q. Well, we'll talk to him about the date.

7 A. That's fine.

8 Q. Okay. But let me bring it home to you. Did he tell you  
9 after Dreina told him or the husband to a wife, hey, somebody  
10 is filing a police report on me?

11 A. No, he didn't tell me that.

12 Q. Okay. So your testimony is Dreina told him somebody said  
13 Dr. Adams filed a report, a police report, complaint, but he  
14 didn't tell you?

15 A. It wasn't said like that.

16 Q. Well, did he ever tell you that the report was being filed?

17 A. No, he didn't tell me.

18 Q. Okay.

19 MR. DAVIS: I think that's -- one last thing.

20 BY MR. DAVIS:

21 Q. You said that the information you received from the unknown  
22 lawyer, that the unknown seminar in November -- you said you  
23 went to a seminar in November 2014 and they told you about  
24 contract extensions, right?

25 A. I went to a seminar with the Illinois Association of School



1 Boards.

2 Q. Okay. And that's when they talked about contract  
3 extensions, right?

4 A. They talked about a lot of things, but contracts.

5 Q. Your lawyer asked you specifically if when you told your  
6 fellow board members in February 2015 that you had checked with  
7 the lawyer and the lawyer told you it was okay to give an  
8 extension for one to five years, were you referring to  
9 this -- the seminar in November, and you said no.

10 Is that what you said?

11 A. I was -- I said I didn't give her name specifically. I  
12 gave a scenario of a contract extension.

13 MR. DAVIS: This is the last thing I'm going to do,  
14 Judge. This is Exhibit 71. We played this earlier.

15 THE COURT: If you played it earlier, there is no need  
16 to play it again.

17 MR. DAVIS: Okay.

18 BY MR. DAVIS:

19 Q. Well, I'll just simply ask, when we testified -- when we  
20 played the tape earlier, and you told the board members that  
21 you checked with the lawyer and it was okay to do an extension  
22 with one to five years, did you tell them that this was from a  
23 seminar?

24 A. I was talking to someone specific board member. Yes.

25 Q. So are you saying that?

1 A. No, I didn't tell them that. I told you here at the  
2 courts.

3 MR. DAVIS: I pass the witness.

4 THE WITNESS: Thank you.

5 THE COURT: All right. Recross examination.

6 MS. SCHWENDENER: Thanks, your Honor. Briefly.

7 THE COURT: All right.

8 RECROSS EXAMINATION

9 BY MS. SCHWENDENER:

10 Q. Mrs. Rogers, counsel asked you earlier about if you had a  
11 conversation with Dr. Adams about, after the one-year contract  
12 extension was offered, getting together with the attorneys to  
13 sign it.

14 Do you remember that?

15 A. Yes.

16 Q. Okay. And counsel also played a portion of the tape, the  
17 tape from the February 23rd, 2015, board meeting.

18 Do you remember that?

19 A. Yes.

20 Q. Okay. And did you have that conversation with Dr. Adams at  
21 a board meeting or did that happen at some other time or place?

22 A. Not at the board meeting. The superintendent and the board  
23 president talk constantly. We have constant talks about  
24 different things, and those were some of the things that we had  
25 discussed in a conversation either at her office or on her cell

1 phone back and forth with her and I.

2 Q. And you're familiar with the superintendent contract I  
3 believe you stated earlier, correct?

4 A. Yes, I am.

5 Q. And are you familiar with any portion of the contract that  
6 requires amendments to be in writing?

7 A. Yes.

8 Q. Okay. And --

9 MR. DAVIS: Objection, Judge.

10 THE COURT: It is out there already. The objection is  
11 overruled.

12 Proceed.

13 BY MS. SCHWENDENER:

14 Q. And counsel was also asking you questions about extending  
15 or goal findings pursuant to the contract.

16 Do you remember that just a few minutes ago?

17 A. Yes.

18 Q. Okay. Did the contract require any -- during the three-  
19 year term, did the contract require the board to make any  
20 finding during that time when -- during that three-year time  
21 frame about making a finding whether the superintendent had met  
22 goals or indicators or was that only in the event that the  
23 contract was extended?

24 A. It is only in the event that the contract was extended, so  
25 we didn't.

1 Q. Thank you.

2 MS. SCHWENDENER: Nothing further.

3 THE COURT: Ma'am, you may step down. Thank you.

4 THE WITNESS: Thank you.

5 THE COURT: As a party you are welcome to stay,  
6 obviously. If you have something to do, that's between you and  
7 your counsel.

8 All right, next witness.

9 MR. DAVIS: We're going to now call Dr. Sophia Jones-  
10 Redmond.

11 THE COURT: All right.

12 MR. DAVIS: Who is in the witness room, Judge.

13 THE COURT: You can go get her.

14 MR. DAVIS: Thank you.

15 (Brief interruption.)

16 (Witness sworn.)

17 THE COURT: You were not in court yesterday, were you?

18 THE WITNESS: No, ma'am.

19 THE COURT: All right. Have a seat, please.

20 THE WITNESS: Okay.

21 THE COURT: You can serve yourself water whenever you  
22 want.

23 And, counsel, are you ready?

24 MR. DAVIS: I am ready, Judge, yes.

25 THE COURT: All right.

1 Go ahead.

2 SOPHIA JONES-REMOND, PLAINTIFF'S WITNESS, DULY SWORN

3 DIRECT EXAMINATION

4 BY MR. DAVIS:

5 Q. Good afternoon.

6 THE COURT: One second. I'm sorry.

7 Keep your voice up. Give me time to rule on an  
8 objection, if there is one. And just so if you don't know  
9 something and just say I don't know, and that will help things  
10 move a lot faster.

11 THE WITNESS: Okay.

12 THE COURT: All right. Thank you.

13 BY MR. DAVIS:

14 Q. Good afternoon, Dr. Sophia Jones-Redmond. How are you?

15 A. I'm well, thank you.

16 Q. Thank you. We met briefly a little while ago for the first  
17 time. Can you introduce yourself to the jury? Tell us who you  
18 are and where you are currently employed.

19 A. Absolutely. Good afternoon, everyone. I am Dr. Sophia  
20 Jones-Redmond. I currently serve as superintendent of schools  
21 for the Illinois Department of Juvenile Justice, which is  
22 School District 428. I have been there going on three years,  
23 and I have been the superintendent for a year and a half.

24 Q. Thank you. And were you employed at 152, Harvey District  
25 152, previously?

1 A. Yes, I was.

2 Q. When were you employed there?

3 A. My employment, I began my tenure as a principal, I believe  
4 in 2011. I believe so. I served there for one year as a  
5 building level principal at Sandburg Elementary School. And  
6 after my first year, I moved to the central office and served  
7 as the director of special services.

8 Q. Okay.

9 A. Until 2015, I believe.

10 Q. Were you there in 2015, spring, early winter, January of  
11 2015?

12 A. Yes. Yes, I was.

13 Q. And were you -- was Dr. Adams there at that time?

14 A. Yes.

15 Q. She was the superintendent?

16 A. Yes.

17 Q. And you all -- you and Dr. Nohelty were her cabinet, her  
18 administrative staff, correct?

19 A. Correct.

20 Q. So are you familiar with the ECHO cooperative?

21 A. Yes, I am.

22 Q. Okay. And are you familiar that in 2015 -- I won't even  
23 specify the time -- there was an issue concerning an  
24 underbilling payment that the District 152 owed to ECHO?

25 A. Yes, I am keenly aware of that.

1 Q. Okay. Tell us about that briefly, what the situation was.

2 A. As the director of special services, I received bills from  
3 ECHO. It was -- I was the point of contact. It wasn't  
4 uncommon to receive a bill on a monthly basis. And these were  
5 for services for our students who were outsourced and outplaced  
6 at ECHO because of the severity of their disability. We were  
7 not able to provide the free and appropriate educational plans  
8 for several students of which that's why ECHO was developed,  
9 and that's the services that we received from them.

10 So we received the ECHO bill on a monthly basis.  
11 Sometimes it has been quarterly. It has varied. And we -- I  
12 received a bill in late June regarding what I thought was  
13 actually a credit, and it turned out to be that we were  
14 under -- they were underpaid by the school district, and they  
15 were seeking to rectify that bill.

16 Q. So that was June of 2015.

17 A. Correct.

18 Q. And you received this bill late June 2015.

19 A. Yes.

20 Q. And how much was the amount that they said you owed them?

21 A. It was over \$170,000.

22 Q. Okay. And so when you got this bill, you just said in the  
23 beginning you didn't even know it was a bill. Explain that.

24 A. Well, first of all, we -- I wasn't expecting it because it  
25 was out of the -- the cycle of receiving payments. We would

1 get payments by typically a certain date. I can't remember.  
2 It may have been by the 10th of the month, so that that would  
3 allow us to provide the bill to the superintendent and then to  
4 the board.

5 So this was a bill that, you know, I wasn't  
6 expecting, so that was a surprise to receive correspondence  
7 from ECHO at that -- at that time.

8 Q. Okay. And what did you do once you got the bill?

9 A. My first reaction, you know, was to question my secretary  
10 because she -- part of her responsibility was to provide the  
11 reconciliation of the bill before I submitted it to the  
12 superintendent.

13 So my first response was, hey, Christy, what is this?  
14 Because she gave it to me. And I said, well, what is this?  
15 And she said, well, I don't know.

16 MS. SCHWENDENER: Objection.

17 THE COURT: Basis?

18 MS. SCHWENDENER: Hearsay.

19 THE COURT: Sustained.

20 All right. So do not continue on with the substance  
21 of the testimony between the witness and her secretary unless  
22 you're calling the secretary.

23 MR. DAVIS: I understand, Judge.

24 THE COURT: All right.

25 BY MR. DAVIS:



1 Q. Once you got the bill you talked -- at some point you  
2 talked to Dr. Adams about the bill, right?

3 A. Correct.

4 Q. What did she say to you?

5 A. I provided her with the bill, and I said to her, I don't  
6 know where this came from, and I just received this. And my  
7 recollection was, you know -- you know, I can't remember  
8 exactly what Dr. Adams said regarding the bill, but it was in  
9 the sense that we need to look into this.

10 Q. So she wanted you to validate the information.

11 A. Not only did she want me to validate it, I wanted to  
12 validate it because, again, it was something that was  
13 unexpected. I had no idea. And, you know, that's a  
14 substantial amount of money, and so I didn't take it lightly.

15 Q. Exactly. So you were in the June 2014-15 academic fiscal  
16 year, right? That fiscal year would end on June 30th.

17 A. Correct.

18 Q. You got this bill a week -- last week of June. Was there  
19 any way practically possible that you were going to be able to  
20 pay that bill out of the 2014 fiscal year funds?

21 A. Absolutely not. As well as there was no, from my  
22 recollection, indication on the correspondence of the timeline  
23 when it was due. That was also a question, you know, when is  
24 this -- when we realized it wasn't a credit, that it was a  
25 bill, well, when is this due because -- and how -- what are

1 they expecting us to pay this out of. So it was -- it  
2 generated a lot of questions.

3 But to your question, no.

4 Q. So ultimately Dr. Adams asked you to investigate. Did you  
5 do that and what happened?

6 A. Absolutely. I, of course, first investigated internally in  
7 my office in case, you know, that did we not receive some  
8 correspondence, did we overlook it. So it really needed to  
9 start with the office of special services, so that's where it  
10 started.

11 The next conversation was with also -- also with  
12 ECHO. You know, I attended monthly director meetings, and  
13 rarely ever missed any. I don't believe I missed any. And I  
14 did not recall this coming up and us being told that this was  
15 going to be coming down the pike.

16 So I called the director, the executive director of  
17 ECHO, you know, we had a collegial relationship with, and  
18 asked, what is this?

19 Q. So did you ultimately conclude that the bill was okay to be  
20 paid, that it was legitimate?

21 A. Months later.

22 Q. Okay. And then you informed Dr. Adams of that, correct?

23 A. I did. I was -- after investigating and having a series of  
24 meetings with Dr. Adams and ECHO, and with ECHO and myself, I  
25 -- after, you know, months, I said that this was an appropriate

1 payment of which, you know, I wanted to feel that it was  
2 appropriate for my own self.

3 Q. And Dr. Adams said to you -- in your conversation with  
4 Dr. Adams, she wanted to validate, without saying specifically  
5 what she said, she wanted to make sure the information was  
6 valid before she communicated to the board, is that correct?

7 A. That as my understanding, absolutely.

8 MS. SCHWENDENER: Objection.

9 THE COURT: I'm sorry. One second.

10 Basis?

11 MS. SCHWENDENER: Speculation.

12 THE COURT: As to what she wanted understood.

13 Objection sustained. That is a speculative answer from this  
14 witness.

15 The jury will disregard the last answer.

16 Put another question, counsel.

17 BY MR. DAVIS:

18 Q. Did you talk to Dr. Adams about the bill?

19 A. Yes.

20 Q. And did she express to you that before she communicated to  
21 the board she wanted to make sure the numbers were right?

22 A. Yes.

23 Q. Thank you.

24 One final question, Dr. Jones-Redmond, were you there  
25 when Mayor Eric Kellogg was simultaneously the mayor and

1 superintendent --

2 A. Yes, I was.

3 Q. -- of 152?

4 A. Yes.

5 Q. 152.

6 Isn't it true that for six months he didn't go to  
7 ECHO meetings?

8 A. I don't know the number of months, but I know that there  
9 were times that he did not attend the meetings. And  
10 consequently I was asked to attend.

11 Q. During that time there was a strike, and students were  
12 showing up to ECHO and it was closed down, right?

13 A. That's my understanding.

14 Q. Okay. Thank you.

15 A. All right.

16 MR. DAVIS: No further questions.

17 THE COURT: Thank you.

18 Your witness.

19 MS. SCHWENDENER: No questions, your Honor.

20 THE COURT: No questions.

21 You are done.

22 THE WITNESS: Thank you.

23 THE COURT: You're the favorite witness so far.

24 THE WITNESS: That's a good thing, I hope.

25 (Laughter.)

1 THE COURT: All right. Take your time stepping down.

2 (Witness excused.)

3 THE COURT: Next witness.

4 MR. DAVIS: Dr. Eric Nohelty.

5 MR. PETRARCA: Kevin Nohelty.

6 MR. DAVIS: I'm sorry, Kevin Nohelty, not Eric. I'll  
7 be right back.

8 THE COURT: No problem.

9 (Brief interruption.)

10 MR. DAVIS: He's coming in, your Honor.

11 THE COURT: All right. No problem.

12 Step forward, sir.

13 (Witness sworn.)

14 THE COURT: Have a seat. You can move that mic if it  
15 gets in your way.

16 The water is there for you to serve yourself.

17 Wait until each question is fully asked before you  
18 answer.

19 THE WITNESS: Okay.

20 THE COURT: Proceed.

21 KEVIN NOHELTY, PLAINTIFF'S WITNESS, DULY SWORN

22 DIRECT EXAMINATION

23 BY MR. DAVIS:

24 Q. Thank you, Dr. Nohelty. Thank you for appearing here  
25 today.

1 Are you currently employed?

2 A. Yes, sir, I am.

3 Q. And where are you employed?

4 A. Superintendent of schools in Dalton West, School District  
5 148.

6 Q. And were you previously employed in Harvey District 152?

7 A. Yes.

8 Q. What was the position you held and how -- what was it --  
9 the time frame you were there?

10 A. I was employed as the assistant superintendent of business  
11 and human relations from 2012 to 2016.

12 Q. During the time that you were employed there in 2015, did  
13 you work under Dr. Denean Adams?

14 A. Yes, sir.

15 Q. And isn't it true that in late December of 2015,  
16 November-December time frame, the district experienced a budget  
17 deficit for the 2015 -- well, it would have been the 2014-15  
18 academic year, is that correct?

19 A. The district experienced a deficit several years.

20 Q. Okay. I'm asking specifically in 2015. Now let me make  
21 the question more focused. Was there a \$3.8 million deficit?

22 A. I don't recall that amount.

23 Q. Okay. So do you recall Dr. Adams talking to you and asking  
24 you -- well, let me ask you this. Do you recall withdrawing  
25 funds from the district's reserve account to cover bill

1 payments?

2 MS. SCHWENDENER: Objection.

3 BY THE WITNESS:

4 A. Absolutely not.

5 THE COURT: All right. Basis?

6 MS. SCHWENDENER: Relevance.

7 THE COURT: Well, he said he doesn't recall, so  
8 objection is overruled.

9 BY MR. DAVIS:

10 Q. So your testimony here is that you don't recall ever  
11 withdrawing any money from the reserve fund for the district?

12 A. That's correct.

13 Q. Do you recall ever being suspended with pay by Dr. Adams in  
14 2015, December specifically, 2015?

15 A. I believe I was suspended, yes.

16 Q. You believe you were or you were suspended?

17 A. I believe I was suspended.

18 Q. Okay. Are you pretty sure you were suspended?

19 A. Yes.

20 Q. Okay. And do you know why you were suspended?

21 A. No, I don't.

22 Q. So you never received a written notice from Dr. Adams  
23 saying why you were suspended?

24 A. I don't recall specifically receiving any documentation.

25 Q. Do you recall having a conversation with Dr. Adams about

1 it?

2 A. No, I don't.

3 Q. And do you recall talking to any board members about a  
4 deficit in the district's finances during that time period?

5 A. You need to be more specific as far as what time period.

6 Q. 2015, November-December 2015.

7 A. Yeah, I don't recall specific conversations.

8 Q. Okay. Well, let me ask you this while I'm -- do you recall  
9 the ECHO situation?

10 A. You need to be more specific.

11 Q. Do you recall the \$175,000 payment, bill that was owed to  
12 ECHO?

13 A. For what reason?

14 Q. Because of services that the district owed to ECHO for  
15 sending students to ECHO cooperative. Do you recall that in  
16 2015 they gave a bill?

17 A. What I do recall is the district had received a bill for  
18 being undercharged --

19 Q. Uh-huh.

20 A. -- for students over a time period that I don't recall  
21 specifically what that time period was.

22 Q. Uh-huh.

23 And do you recall Dr. Adams at one point in 2015  
24 asking you to contact ECHO to arrange a deferred payment plan  
25 to pay that underbilling amount?



1 A. Dr. Adams spoke to me specifically about this shortfall  
2 after I had brought it to her attention.

3 Q. So is that a yes to my question that you --

4 A. I believe I answered --

5 Q. -- recall her --

6 THE COURT: Wait, wait, wait. One at a time.

7 Counsel, let him finish.

8 MR. DAVIS: Let me show the witness something, Judge.

9 THE COURT: All right. Do you take back the beginning  
10 of that question?

11 MR. DAVIS: Yes.

12 THE COURT: All right.

13 MR. DAVIS: Let me show the witness Exhibit 25.

14 THE COURT: Any objection?

15 MS. SCHWENDENER: No objection.

16 BY MR. DAVIS:

17 Q. Can you see Exhibit 25, Dr. Nohelty?

18 A. Yes.

19 Q. Do you recall receiving this email in October 2015?

20 A. I do not.

21 Q. Okay. So you have no recollection that Dr. -- well, read  
22 what it says.

23 A. It says, good morning, Dr. Nohelty. As a follow up to the  
24 executive session discussion at Monday night's meeting, please  
25 prepare a one-page request to ECHO board requesting the

1 extension for the repayment process as discussed. The request  
2 should be submitted to me no later than Tuesday, October  
3 28. Your prompt attention to this request is  
4 appreciated. Thank you.

5 Q. So does this -- do you recall receiving this?

6 A. No, I don't.

7 Q. Okay. Do you recall working with ECHO to work out a  
8 payment plan in this time frame?

9 A. I do recall working with ECHO, specifically after I talked  
10 to the auditor who conducted an independent audit regarding the  
11 tuition --

12 Q. I'm sorry. Let me -- I have to interrupt.

13 MR. DAVIS: And, Judge, could you instruct the witness  
14 that would I like a short, non-narrative answer. I understand  
15 he's being called on direct, but I am still asking that the  
16 witness tighten up his responses to be non-narrative.

17 THE COURT: I can ask that. Again, this is your  
18 witness, correct?

19 MR. DAVIS: I understand that, Judge.

20 THE COURT: All right. Well, you can tell him on  
21 this.

22 MR. DAVIS: Okay.

23 THE COURT: Just ask him for shorter answers. And ask  
24 -- interrupt him yourself and ask questions.

25 BY MR. DAVIS:

1 Q. Okay. So if it is a yes, no, question, Dr. Nohelty, please  
2 give me a yes, no answer. Okay?

3 A. I'll do my best.

4 Q. Okay. Good.

5 So the question is did you contact ECHO to work out a  
6 payment plan pursuant to paying back the underbilling amount in  
7 2015?

8 A. I did contact ECHO regarding a payment plan.

9 Q. Thank you. And did you ultimately work out a payment plan?  
10 Did they accept the payment plan?

11 A. That payment plan was honored by the executive board at  
12 ECHO.

13 Q. Thank you.

14 A. As far as the timing of that --

15 Q. That's --

16 A. It is not --

17 THE COURT: There is no question pending yet.

18 MR. DAVIS: Right.

19 THE COURT: All right.

20 BY MR. DAVIS:

21 Q. And so under that payment plan, it was a payment plan over  
22 a three-year period to pay roughly 50 some thousand a year,  
23 correct?

24 A. I recall it was over a three fiscal year period.

25 Q. Thank you.

1           So earlier we talked about the withdrawing of money  
2           from the reserve account. And you indicated that you did not  
3           recall ever appearing at a board meeting.

4           MR. DAVIS: This is one of those situations, Judge,  
5           where I have a board audiotape where Dr. Nohelty is talking  
6           about this matter. And I understand that Dr. Nohelty is here  
7           as a direct witness, but I would like to play this tape to  
8           impeach him. And under the rules --

9           THE COURT: All right. Counsel, step to the side.

10          MR. DAVIS: Okay.

11          (Sidebar proceedings had in open court:)

12          THE COURT: Keep your voices down.

13          Why would you not think that this was something I  
14          should know about?

15          MR. DAVIS: I didn't know he was going to be hostile,  
16          Judge. I talked to his lawyer for two weeks now, and I thought  
17          he was -- everything was good to go, but --

18          THE COURT: Well, obviously you didn't do your  
19          homework. He came in here hostile.

20          MR. DAVIS: Well, I --

21          THE COURT: But the point is, counsel, you don't  
22          impeach your own witness.

23          MR. DAVIS: There is nothing in the rules, Judge, that  
24          says you can't impeach your own witness. In fact the rules  
25          permit that.

1           THE COURT: Actually you have to be very careful about  
2 that because they don't want people setting it up so they get  
3 to impeach their own witness.

4           MR. DAVIS: Well, of course. I am not engaged in  
5 subterfuge here, Judge.

6           THE COURT: Well, I am not saying you are engaged in  
7 subterfuge --

8           MR. DAVIS: Okay.

9           THE COURT: -- I'm saying, you said the rules provide  
10 it. It is not a blanket rule.

11          MR. DAVIS: Sure.

12          THE COURT: It is something that the Court has to  
13 think about to determine whether or not that's appropriate, and  
14 we should not be saying the word impeachment in --

15          MR. DAVIS: I'm sorry.

16          THE COURT: They don't know what that is. That's not  
17 something we speak about. Next time you can ask for a sidebar.

18          MR. DAVIS: Well, we can do -- can I suggest we can  
19 either pass him and I could refresh him with -- outside the  
20 presence of the jury or I can play the tape.

21          THE COURT: Is there any objection?

22          MS. SCHWENDENER: I --

23          THE COURT: Why would you be -- I guess if he is  
24 impeaching his own witness, what do you care?

25          MS. SCHWENDENER: We don't, Judge.

1 MR. PETRARCA: Give him some more rope.

2 MR. DAVIS: Right.

3 (Jury in.)

4 THE COURT: You have this all queued up, is that  
5 correct?

6 MR. DAVIS: I will momentarily, Judge.

7 THE COURT: All right. Get it taken care of.

8 BY MR. DAVIS:

9 Q. So this is exhibit -- Plaintiff's Exhibit 69. And this is  
10 from volume VN810203, and this is the 12-21-15 board meeting.

11 THE COURT: Is there a question pending to put this in  
12 context of why you're doing this?

13 MR. DAVIS: The question, Judge, is I asked  
14 Dr. Nohelty does he recall appearing at a board -- well, I  
15 asked him generally does he recall a \$3.8 million budget  
16 deficit. He said he didn't recall that.

17 I asked him did he recall appearing at a board meeting  
18 where the topic was that the fact that the budget for the  
19 district wasn't in balance and that he had drawn money out of  
20 the reserves --

21 THE COURT: All right.

22 MR. DAVIS: -- and he didn't recall that.

23 THE COURT: All right. I can't have you both --

24 MR. DAVIS: Okay.

25 THE COURT: -- testifying.

1           So you're doing it to refresh his recollection in a  
2 way, but also ask him about his difference in memory, is that  
3 correct?

4           MR. DAVIS: Yes.

5           THE COURT: In general?

6           All right. The Court will allow it.

7           MR. DAVIS: And I said Exhibit 69, it is actually  
8 Exhibit 70, VN810203, 12-21-2015 board meeting.

9           (Audiotape played.)

10          BY MR. DAVIS:

11          Q. Does that refresh you --

12               THE COURT: Counsel, you can't just start talking  
13 during the tape.

14               MR. DAVIS: I was stopping the tape, Judge.

15               THE COURT: So now we have gotten to the point you  
16 want to stop it?

17               MR. DAVIS: Yes.

18               THE COURT: Ask your question.

19          BY MR. DAVIS:

20          Q. Does that refresh you that there was an issue before the  
21 board where they thought they had a balanced budget, and then  
22 they found out in December 2015 that the budget wasn't  
23 balanced?

24               Does that refresh you?

25               First of all, let me ask you this, do you recognize

1 the person who was speaking as Dr. Kisha McCaskill?

2 A. I do.

3 Q. Okay. And does this refresh you now that she raised the  
4 concern because there is -- she -- well, you heard the tape.

5 Does this refresh you?

6 A. Slightly.

7 Q. Okay. So now are you clear that there was a \$3.8 million  
8 deficit?

9 A. No, I'm not clear.

10 Q. Oh, are you not clear on the amount or you're not clear  
11 that there was a deficit, period?

12 A. So I'm not clear on the amount. I do recall the  
13 conversation about balanced budgets versus audited figures.

14 Q. Okay. Let me stop.

15 A. So let's be clear about that.

16 Q. Okay. So now we're getting some clarity.

17 A. Uh-huh.

18 Q. So do you further --

19 MR. DAVIS: May I, Judge?

20 BY MR. DAVIS:

21 Q. Do you further recall that Dr. Adams disciplined you  
22 because she said you took money out of the -- you -- the  
23 district -- let me take it this way.

24 THE COURT: Counsel, I'm going to be telling you be  
25 careful on leading, again.



1 MR. DAVIS: Okay. I'm not going to lead, Judge.

2 THE COURT: But you continue lead even if he seems  
3 difficult with you. Or you can ask a specific question, and  
4 then the Court will grant you that right. So it is one or the  
5 other.

6 BY MR. DAVIS:

7 Q. If I play something to refresh you on the amount of the  
8 deficit, would that help you?

9 A. Feel free to play is it.

10 Q. I beg your pardon?

11 A. Feel free to play it.

12 THE COURT: If you wish to impeach him, impeach him.

13 MR. DAVIS: Okay. Thank you, Judge.

14 BY MR. DAVIS:

15 Q. This is Plaintiff's Exhibit 7, VN810201.

16 MS. SCHWENDENER: Objection, your Honor.

17 THE COURT: Basis?

18 MS. SCHWENDENER: Improper impeachment.

19 THE COURT: Give me one more second, ladies and  
20 gentlemen, please.

21 Counsel, step over.

22 (Sidebar proceedings had in open court:)

23 THE COURT: You do need to create a more certain  
24 question before you go to impeach him. When we go back, I'm  
25 going to make this guy a hostile witness. He clearly has an

1 attitude about the whole, I guess, proceedings.

2 But you have to -- you can't just give a sort of a  
3 general sort of vague or question, you have to give him a  
4 specific question if you are going to impeach him.

5 MR. DAVIS: Thank you, Judge.

6 THE COURT: So lay it, let him say what he's going to  
7 say. If he says something similar to, I don't care, go ahead  
8 and play it, then that deserves to be impeached, I'm sorry.

9 But other than that, so I'm going to label him a  
10 hostile witness, and let's do a cross.

11 MR. DAVIS: All right, Judge.

12 (Jury in.)

13 THE COURT: All right. As you're stepping back,  
14 counsel, it is this Court's position that based on what I have  
15 heard thus far, I believe the Court will label the witness an  
16 adversarial witness, even though he's being called by the  
17 plaintiff. And the Court will allow you to question him in  
18 that manner.

19 Proceed.

20 MR. DAVIS: Thank you, your Honor.

21 BY MR. DAVIS:

22 Q. Isn't it true, Dr. Nohelty, that there was a \$3.8 million  
23 budget deficit in December 2015 in Harvey School District 152?

24 A. So as I indicated earlier, I do recall that there was  
25 deficits during my tenure. And, again, we need to be very

1 clear about budgets versus audited figures.

2 THE COURT: Okay. Sir, you're going to have to answer  
3 the question even though you have a lot more you have to  
4 say. Perhaps the other side, even though they haven't called  
5 you, may wish to have that answer clarified.

6 THE WITNESS: Okay.

7 THE COURT: But in my courtroom you are restricted to  
8 answering the questions that are put to you. All right?

9 Proceed.

10 BY MR. DAVIS:

11 Q. Didn't you withdraw \$3.8 million without notifying the  
12 board, \$3.8 million from the district's reserves in 2015?

13 A. Counselor, I don't have that power or ability to do that.

14 THE COURT: Yes or no answer.

15 BY MR. DAVIS:

16 Q. Yes or no question.

17 A. No.

18 MR. DAVIS: Okay. I'm playing first Exhibit 70,  
19 810201 to establish the amount that we're talking about of the  
20 deficit. This is from the 2015, December 2015 meeting.

21 MS. SCHWENDENER: Objection, your Honor.

22 THE COURT: All right. As to the conversation he made  
23 about why he's playing it, the objection is sustained. To  
24 that, meaning he can't say what establishes what.

25 And is there another objection, counsel?

1 MS. SCHWENDENER: Improper impeachment.

2 THE COURT: And I have to actually hear this one. He  
3 asked the question. I don't know what the answer is going to  
4 be.

5 MR. DAVIS: Well, we keep going around, Judge. I  
6 don't want to be argumentative about was it a deficit, how much  
7 was the deficit. This will clarify for the jury.

8 THE COURT: Well, we'll see if it clarifies. That's  
9 why you're presenting it. Once I hear it, I will decide  
10 whether the jury can continue to consider it or whether I  
11 strike it from the record.

12 All right.

13 MR. DAVIS: Thank you, your Honor.

14 (Audiotape played.)

15 MR. DAVIS: May I continue, Judge?

16 THE COURT: Yes, with a question.

17 MR. DAVIS: Yes. Thank you.

18 BY MR. DAVIS:

19 Q. So, Dr. Nohelty, was that Dr. Adams talking there?

20 A. I heard Dr. Adams, I heard Linda Hawkins. I heard  
21 Dr. McCaskill.

22 Q. Did you hear Chris Petrarca too?

23 A. I don't think so.

24 Q. Oh, okay.

25 A. Should I have?

1 Q. So, Dr. Nohelty, I'm going to ask again, isn't -- well, you  
2 already answered that you were suspended with pay in December  
3 of 2015, correct, by Dr. Adams?

4 A. That is correct.

5 Q. And isn't it true that -- how long did your suspension  
6 last?

7 A. I don't even know.

8 Q. Okay. Isn't it true that the board reversed her suspension  
9 almost immediately and brought you back?

10 A. Specifically because the levy had to be filed --

11 Q. I didn't ask that. I'm asking a yes or no question.

12 THE COURT: First, sir -- again, address it to me,  
13 counsel.

14 First, sir, first we need the yes or no before any  
15 additional information was given.

16 THE WITNESS: Repeat the question, please.

17 THE COURT: All right. We'll have my court reporter  
18 repeat the question.

19 (Record read.)

20 THE COURT: Can you answer the question?

21 BY THE WITNESS:

22 A. I'm not sure about immediately, but they did reverse it.

23 BY MR. DAVIS:

24 Q. And did you receive any performance directives from the  
25 board about the deficit?

1 A. I can't recall.

2 Q. Did you receive any disciplinary action, other than the  
3 suspension from Dr. Adams, regarding this issue?

4 A. I work for the superintendent. I don't work --

5 MR. DAVIS: Again, Judge, I'm --

6 BY THE WITNESS:

7 A. I don't recall anything from the superintendent, no.

8 THE COURT: We'll leave it at that.

9 Proceed.

10 BY MR. DAVIS:

11 Q. Did the board of Harvey School District 152 take any  
12 disciplinary action because of the budget deficit in December  
13 2015?

14 A. That is not the chain of command.

15 MR. DAVIS: Again, Judge, I'm asking a yes, no,  
16 question.

17 THE COURT: All right. Sir, can you answer that  
18 question yes or no?

19 THE WITNESS: No.

20 THE COURT: The answer is, no, it did not happen or  
21 you can't answer it yes or no?

22 THE WITNESS: No, I don't believe I was disciplined by  
23 the board of education.

24 THE COURT: Thank you.

25 MR. DAVIS: Thank you. No further questions.

1 THE COURT: There you go.

2 Anything by defense?

3 MS. SCHWENDENER: No, your Honor.

4 THE COURT: All right, sir. You're done.

5 THE WITNESS: Okay.

6 THE COURT: All right. Go to the -- don't worry about  
7 the cup. If you drank anything, I'll take care of it.

8 All right. Step down. And don't forget your  
9 coat. Thank you.

10 (Witness excused.)

11 THE COURT: All right. That will be a time for our  
12 one and only five minute or so break. All rise.

13 Step on out, ladies and gentlemen. See you in a few  
14 minutes.

15 (Jury out.)

16 THE COURT: Anything on the record, plaintiff?

17 MR. DAVIS: No, your Honor.

18 THE COURT: Defendants?

19 MS. SCHWENDENER: No, your Honor.

20 THE COURT: Who is the next witness up?

21 MR. DAVIS: Tyrone Rogers, your Honor.

22 THE COURT: All right. He's already here. Thank you.

23 MR. DAVIS: Thank you, your Honor.

24 THE COURT: I'll be right back out. Maybe about --  
25 five minutes is really what I want to do.

1 All right. Thank you.

2 MR. DAVIS: Thank you.

3 (Brief recess.)

4 THE COURT: Anything on the record, plaintiff?

5 MR. DAVIS: No, your Honor.

6 THE COURT: Defendants.

7 MS. SCHWENDENER: No, your Honor.

8 (Jury in.)

9 THE COURT: You may be seated, ladies and gentlemen.

10 The next witness is?

11 MR. DAVIS: Tyrone Rogers.

12 THE COURT: Come forward, sir.

13 (Witness sworn.)

14 THE COURT: Have a seat. Adjust the mic so that we  
15 can hear you clearly.

16 THE WITNESS: All right.

17 THE COURT: Wait until each question is asked before  
18 you answer. And let me rule on objections.

19 If there is something you don't understand, say  
20 so. If there is something you don't know, say so. And this  
21 will allow us to go along much more smoothly.

22 THE WITNESS: Okay.

23 MR. DAVIS: Thank you, your Honor.

24 TYRONE ROGERS, PLAINTIFF'S WITNESS, DULY SWORN

25 DIRECT EXAMINATION



1 BY MR. DAVIS:

2 Q. Good afternoon, Mr. Rogers. How are you?

3 A. Good afternoon, attorney. How are you today?

4 Q. I'm fine. Thank you.

5 Isn't it true that Dr. Adams emailed you a copy of a  
6 proposal to hire a forensic auditor on July 9th, 2015?

7 A. No.

8 Q. So she didn't send out an --

9 THE COURT: I'm sorry, one second. Mr. Rogers is also  
10 going to be an adversarial witness because he is a defendant in  
11 the case, just as before with Ms. Janet Rogers, that he can ask  
12 him questions in a leading way. And, again, it works both  
13 ways. Plaintiff can call a defendant, the defendant can call a  
14 plaintiff.

15 All right. Proceed. And remember you are able to  
16 lead, counsel.

17 MR. DAVIS: Thank you, your Honor.

18 I'd like to show the witness an exhibit, your Honor.

19 THE COURT: Show an exhibit or play an exhibit?

20 MR. DAVIS: Show an exhibit.

21 THE COURT: All right. The exhibit is Exhibit Number  
22 10, Plaintiff's Exhibit Number 10.

23 Is that something that's already been published?

24 MR. DAVIS: Yes, Judge.

25 THE COURT: Do you want to name the exhibit for me?

1 MR. DAVIS: This is RFP, Plaintiff's Exhibit Number  
2 10, the RFP for hiring a forensic auditor, sent by the  
3 Dr. Denean Adams to the board on July 9, 2015.

4 THE COURT: All right.

5 BY MR. DAVIS:

6 Q. Do you see the document, Mr. Rogers?

7 A. Yes, sir, I see it.

8 Q. Do you see the date on the document?

9 A. Yes, sir, July 9.

10 Q. Do you see it says it went to Harvey School District 152?

11 A. Harvey School Board District 152, yes, sir, that's correct.

12 Q. So are you saying you didn't receive this?

13 A. You know, to be honest, I don't really check my  
14 emails. You know, I may have received it, but --

15 Q. Okay.

16 A. You know, I open the email every once in a while, you know.  
17 Yeah.

18 Q. Isn't it true that you had a district cell phone on July 9,  
19 2015?

20 A. Yes, sir, that's correct.

21 Q. And who was the carrier?

22 A. You mean --

23 Q. The mobile carrier of the cell phone.

24 A. It is Sprint.

25 Q. Sprint?

1 A. Yeah.

2 Q. Okay. What was your number?

3 A. Area code (708)516-2276.

4 Q. Okay. So I have a -- something I'd like to show you,  
5 Exhibit Number 12.

6 MR. DAVIS: I'll take this down.

7 If I could -- I'm not sure we have published this  
8 previously to the jury, your Honor. In fact, I don't think we  
9 have.

10 THE COURT: Make sure you show it to counsel.

11 MR. DAVIS: Okay.

12 (Brief interruption.)

13 THE COURT: Any objection?

14 MS. SCHWENDENER: No objection.

15 THE COURT: All right.

16 BY MR. DAVIS:

17 Q. So I'm showing you, Mr. Rogers, do you see this is a  
18 subscriber activity report?

19 A. Okay.

20 Q. Do you see it says School District Harvey 152, Sprint?

21 A. Yeah, I see it.

22 Q. See your phone number?

23 A. Do I see my phone number?

24 Q. Yes.

25 THE COURT: To the left of the page, sir. The top.

1 BY THE WITNESS:

2 A. Okay.

3 Oh, yeah. Yeah, I see it.

4 BY MR. DAVIS:

5 Q. Okay. So that's your number, right?

6 A. Yes, sir, that's my number.

7 Q. Okay. So next I want to show you Plaintiff's Exhibit  
8 Number 11.

9 MR. DAVIS: Which has been previously published to the  
10 jury, I'm pretty sure.

11 I'll show it to counsel.

12 THE COURT: There being no objection?

13 MS. SCHWENDENER: No objection.

14 THE COURT: Proceed.

15 BY MR. DAVIS:

16 Q. Drawing your attention to Plaintiff's Exhibit Number 11,  
17 Mr. Rogers, do you see on the left-hand column where it talks  
18 about the -- do you see the date?

19 A. Yes, sir, I see it.

20 Q. 7-9.

21 A. I see it.

22 Q. And this was the 2015 billing period.

23 THE COURT: You're pointing up on the top, counsel.  
24 It is not on the screen.

25 MR. DAVIS: Oh, okay. I'm sorry.

1 THE COURT: All right.

2 BY MR. DAVIS:

3 Q. Do you see the billing period at the top right?

4 A. Yeah, July of '15. Yes, sir, I see it.

5 Q. Okay. So this would have been July 9th --

6 THE COURT: Excuse me. Let's just make clear that you  
7 just showed a similar document, but this is as to Dr. Adams, is  
8 that correct?

9 MR. DAVIS: Yes.

10 THE COURT: All right. I don't know if that's clear  
11 or I missed it.

12 Proceed.

13 MR. DAVIS: Sure.

14 BY MR. DAVIS:

15 Q. In addition to the board members having Sprint provided  
16 mobile phones, Dr. Adams had a mobile phone provided by the  
17 district also --

18 A. I'm sure.

19 Q. -- on July 2015.

20 A. I'm sure of that, yes.

21 Q. And you communicated with her via that phone from time to  
22 time?

23 A. Oh, yeah.

24 Q. Okay. So you know her number.

25 A. Not by heart. I got it under Dr. Adams.

1 Q. Yeah. So drawing your attention to Plaintiff's Exhibit 11,  
2 looking here on 7-9, incoming call.

3 A. You're going to have to scroll down a little bit.

4 THE COURT: You have to scroll back to where you were.

5 MR. DAVIS: Okay.

6 THE COURT: No, you are going to need the move the  
7 paper.

8 THE WITNESS: Just slide it up. There you go.

9 BY MR. DAVIS:

10 Q. Right. Do you see 7-9?

11 A. Well, you got to point -- yes, sir, I see.

12 Q. And --

13 THE COURT: Let him ask the questions. All right.

14 BY THE WITNESS:

15 Q. Incoming call?

16 A. Yes, sir.

17 Q. And you see the number, is that your number?

18 A. Yeah.

19 Q. Okay. So isn't it true, Mr. Rogers, that you called  
20 Dr. Adams on July 9th after you received the RFP?

21 Didn't you call her?

22 A. Basically what it shows is that we had a phone  
23 conversation.

24 Q. The question --

25 A. I don't know. I -- she may have called me.

1 THE COURT: Wait a minute. Wait a minute. This is  
2 not going to be like before. I mean, this is going to be calm.

3 THE WITNESS: Okay. I got you.

4 THE COURT: All right. So, again, put your question.

5 If you don't know, say you don't know. And then he  
6 has to ask another question.

7 THE WITNESS: I got it.

8 THE COURT: All right.

9 THE WITNESS: I got it, your Honor.

10 THE COURT: Proceed.

11 BY MR. DAVIS:

12 Q. Did you call Dr. Adams after you received the RFP on July  
13 9, 2015?

14 A. No.

15 Q. Were you deposed in these proceedings?

16 A. What do you mean?

17 Q. Didn't you have a deposition where you were under oath and  
18 you testified in this case?

19 A. Yeah. Yeah.

20 Q. Okay.

21 MR. DAVIS: So I'm going to show the witness his  
22 deposition testimony. It is exhibit number -- Plaintiff's  
23 Exhibit Number 58.

24 BY MR. DAVIS:

25 Q. And can you see that document, Mr. Rogers?

1 A. Yes, sir, I see it.

2 MR. DAVIS: May I publish, your Honor?

3 THE COURT: No, you can't. You're trying to impeach  
4 him, I'm assuming.

5 MR. DAVIS: Yes.

6 THE COURT: You may not publish.

7 BY MR. DAVIS:

8 Q. Okay. Well, let's do it this way, Mr. Rogers.

9 THE COURT: If he sees it. He has it. Refer to  
10 what -- what area --

11 MR. DAVIS: Exactly.

12 THE COURT: -- and --

13 BY MR. DAVIS:

14 Q. So this says you were deposed on February 6, 2018, right?

15 A. When I did my deposition?

16 Q. Yes.

17 A. Yes.

18 Q. You were under oath then?

19 A. Yes, I was.

20 Q. Okay. I'm going to draw your attention -- so I want to  
21 look at page 80, lines 21 to 24.

22 Do you see that?

23 A. Yes, sir, I see it.

24 THE COURT: Do you want him to look at it or are you  
25 going to go ahead and impeach him by reading --



1 MR. DAVIS: I am. I want him to read it.

2 THE COURT: You should ask your questions.

3 MR. DAVIS: Okay.

4 BY MR. DAVIS:

5 Q. Doesn't it says at lines 21 to 24 that I asked, let me ask  
6 you this, Mr. Rogers, did you call Dr. Adams on July 9th, 2015?

7 Wasn't that the question?

8 A. Yes, sir.

9 Q. And didn't you reply: Answer: I don't recall that. I may  
10 have. I don't know.

11 A. Yes, sir.

12 Q. Okay. And this was under oath, correct?

13 A. Yes, sir.

14 Q. So that was your testimony then.

15 A. Yes, sir.

16 Q. And today when I just asked did you call Dr. Adams a few  
17 moments ago you said no.

18 MS. SCHWENDENER: Objection, your Honor.

19 THE COURT: Objection, proper impeachment. Once it  
20 has been said and answered and you have proven the impeachment  
21 or attempted to prove it, it is done. You don't keep going  
22 back over it.

23 MR. DAVIS: Okay.

24 THE COURT: Sustained.

25 BY MR. DAVIS:

1 Q. Okay. So let's move on, Mr. Rogers. In fact you were  
2 upset when you got the RFP because you saw in there that the  
3 scope of the audit included board members, isn't that correct?

4 A. No.

5 Q. So I'm going to draw your attention to Plaintiff's Exhibit  
6 Number 71, Volume VN810186, board meeting minutes from July  
7 22nd, 2015.

8 (Audiotape played.)

9 MS. SCHWENDENER: Objection.

10 THE COURT: As to how far this should go in trying to  
11 impeach?

12 MR. DAVIS: Well --

13 THE COURT: Objection sustained.

14 BY MR. DAVIS:

15 Q. Let me ask you a question, Mr. Rogers.

16 A. Yes, sir.

17 Q. That was you on the tape, right?

18 A. Yes, sir.

19 Q. And you didn't want the audit because you didn't want it to  
20 include board members. Is that what the tape just said?

21 A. No.

22 Q. That's not what the tape said?

23 A. No.

24 Q. Okay. I'll move along.

25 Mr. Rogers, did your wife also -- or was that Janet

1 Rogers we heard at the end of the conversation?

2 A. I think it was, yes.

3 Q. And she also had a problem with the audit also, right?

4 A. No.

5 Q. She kept -- that wasn't what she was saying, we got another  
6 problem?

7 A. That was not the gist I got out of it.

8 Q. Okay. Well, the tape will speak for itself.

9 A. Yes, sir.

10 Q. Let me ask you this, Mr. Rogers, isn't it true that  
11 on -- who is Dreina Lewis?

12 A. Dreina Lewis is the city administrator for the City of  
13 Harvey. She was my immediate supervisor.

14 Q. Okay. You worked for Harvey, right?

15 A. Yes, sir, that's correct.

16 Q. And Dreina Lewis is the sister of Eric Kellogg, the mayor  
17 of Harvey, right?

18 A. That's correct.

19 Q. Okay. And isn't it true that on July 9th you got a call  
20 from Dreina Lewis telling you that Dr. Adams had made a police  
21 report saying you threatened her?

22 A. No.

23 Q. So you didn't sign a sworn interrogatory in this case  
24 saying that on July 9th, Dreina Lewis contacted you and told  
25 you Dr. Adams had made a police report, is that what you are

1 saying, testifying?

2 A. Counsel, what I said was that Dreina Lewis contacted me  
3 personally. It wasn't a -- it wasn't by phone -- and told me  
4 that Dr. Adams had done a police report. It was not done over  
5 the phone, it was done in person.

6 Q. Okay. But she did contact you --

7 A. Yes.

8 Q. -- on July 9th.

9 A. Yes. It was on or about July 9th. I'm not saying the  
10 exact --

11 THE COURT: Again, we're beginning to talk over each  
12 other. This is testimony. This is not a conversation.

13 MR. DAVIS: Sure.

14 THE COURT: Your turn, counsel.

15 BY MR. DAVIS:

16 Q. Isn't it true your interrogatory response said -- it didn't  
17 say on or about, as I recall, it said on July 9th she contacted  
18 you.

19 A. Counsel, I just want to be certain, you know, I don't want  
20 to give you dates and times that I am not solely certain of, so  
21 that's why I said on or about.

22 Q. Did you tell your wife when she contacted you and said  
23 Dr. Adams has filed a police report, did you tell your wife on  
24 July 9th about this, what you had heard?

25 A. On or about July 9th or 10th I may have had a discussion

1 with my wife as a husband, but not as a board member.

2 Q. Right.

3 A. Yeah.

4 Q. And as a husband you told her somebody has filed a police  
5 report against me. Well, not somebody, Dr. Adams is filing a  
6 police report saying I threatened her.

7 A. Yes.

8 Q. Okay. Thank you.

9 You didn't -- you were here when Dr. Dr. Nohelty was  
10 on the stand, right?

11 A. Yes, sir, that's correct.

12 Q. And you were a board member when he was on the board.

13 A. Yes.

14 Q. So you're familiar with the \$3.8 million deficit issue.

15 A. I wasn't totally certain of the number, but I knew about --  
16 there was a lot of discussion about millions, yes.

17 Q. And are you familiar that Dr. Adams suspended Dr. Nohelty  
18 because of that?

19 A. Actually it wasn't because of that, just solely because of  
20 that.

21 Q. Okay.

22 A. Okay. There was -- there was bad blood between Nohelty and  
23 Adams.

24 Q. Let me stop you --

25 A. Okay. All right.

1 Q. -- Mr. Rogers.

2 A. Okay.

3 Q. Let me focus you on where we want to talk today.

4 In fact you said Dr. Adams was trying to sabotage the  
5 district by suspending Dr. Nohelty. Didn't you say that?

6 A. Yes, I did.

7 Q. Didn't you say, quote, because her ass is in a sling, she  
8 trying to put his ass in a sling?

9 A. Yes, I did.

10 Q. And you also said that if anyone is going to discipline  
11 Dr. Nohelty it shouldn't be Dr. Adams.

12 A. Absolutely.

13 Q. Thank you, Mr. Rogers.

14 On August 17th you participated in a board meeting  
15 where Dr. Adams's contract extension was rescinded, right?

16 A. That's correct.

17 Q. And you wanted multiple charges. You expressed your view  
18 in the meeting that you wanted ECHO to be one separate charge,  
19 you wanted the contract signing to be a separate charge, you  
20 wanted the summer school to be a separate charge, you wanted  
21 disciplinary action for each separate thing, is that what you  
22 said?

23 A. There were lots of them.

24 Q. Is that what you said?

25 A. Yes.

1 Q. Okay. But back in February you voted to give Dr. Adams a  
2 contract extension, didn't you?

3 A. That's correct.

4 Q. And back in February when you voted for the contract  
5 extension --

6 A. I put the motion on the floor.

7 THE COURT: Sir, you can't --

8 THE WITNESS: I was trying to --

9 THE COURT: You have to wait until he finishes.

10 THE WITNESS: Yes, ma'am.

11 THE COURT: She's taking this down.

12 THE WITNESS: Oh, yeah, okay.

13 THE COURT: She can only take down one party at a  
14 time.

15 THE WITNESS: Okay.

16 THE COURT: All right?

17 THE WITNESS: Yes, ma'am.

18 THE COURT: Thank you. And you'll be able to answer  
19 the question.

20 Proceed, counsel.

21 BY MR. DAVIS:

22 Q. And back in February, 23rd, 2015, you voted to extend  
23 Dr. Adams's contract by one year, right?

24 A. Yes, sir, that's correct.

25 Q. And in fact at that same meeting you said Dr. Adams was

1 world renowned, world respected in the education communities,  
2 right?

3 A. Something to that effect, yes.

4 Q. Okay. Let's talk about the June 2015 retreat.

5 You were there, right?

6 A. Yes, sir, I was there.

7 Q. And did Dr. Adams present the goals and progress towards  
8 the goals at that retreat?

9 A. Can you be more specific?

10 Q. Did Dr. Adams give a presentation at the retreat?

11 A. Yes, sir, she did.

12 Q. And part of that presentation she said, here's the  
13 district, the full goals that the district established, and I'm  
14 here to tell you today what progress we have made on these  
15 goals.

16 Is that what she said?

17 A. There were district goals, yes.

18 Q. I didn't ask you whose goals they were.

19 A. Okay.

20 Q. I'm asking you, is that what she said?

21 A. There was a lot of people presenting, yes. She was  
22 one. She was one of many.

23 MR. DAVIS: I'm going to play Plaintiff's Exhibit 71.

24 MS. SCHWENDENER: Objection for the record, your

25 Honor.



1 THE COURT: All right. Objection is overruled based  
2 on prior ruling.

3 MR. DAVIS: And I'm going to play VN810185. This is  
4 from the June 2015 retreat?

5 (Audiotape played.)

6 MR. DAVIS: I'm not going to play that whole statement  
7 because it is lengthy.

8 BY MR. DAVIS:

9 Q. You were at the meeting, you recall that?

10 A. Yes, sir.

11 Q. And isn't it true Dr. Adams went through each goal and the  
12 progress for each goal?

13 A. Well, as I recall, you just played one. So I remember that  
14 one. I don't know if she went through all of them.

15 Q. Well, she presented, you remember she presented more than  
16 one goal, right?

17 A. There was -- on that sheet you had earlier, yes, there was  
18 about six of them.

19 Q. Okay.

20 A. One for each month.

21 Q. Okay. Let me ask you this, did anybody, when she presented  
22 these goals, say those aren't -- those are district goals? Is  
23 there anywhere on the tape if we listen to it where they  
24 differentiate any board member that these goals are district  
25 goals?

1 A. No.

2 Q. Okay. That did not help perform -- I'm sorry, go ahead.

3 A. No.

4 Q. Okay. Is there anywhere in writing in Harvey's 152 that  
5 documents or differentiates the goals that Dr. Adams was  
6 talking about in June 2015 from her own personal performance  
7 goals?

8 A. Yes.

9 Q. What is that?

10 A. Harvey School District 152 board policy.

11 Q. And what policy is that?

12 A. You mean the actual number?

13 Q. Yes.

14 A. I couldn't tell. I don't know it by heart.

15 Q. Okay.

16 A. Yeah.

17 Q. So what do you tell -- what does that policy say?

18 A. And also in Dr. Adams --

19 Q. I just asked you what does it say.

20 A. Okay.

21 THE COURT: He asked you another question.

22 THE WITNESS: Okay.

23 THE COURT: Ask the question again.

24 BY MR. DAVIS:

25 Q. What was the policy that you say you want to talk about?

1 What does it say?

2 A. Per se, well, I'm going to --

3 Q. Let's do -- I'm sorry. Let me let you finish, and then  
4 I'll ask another question.

5 Go ahead.

6 A. Okay. I'm going to use your term, paraphrase it. What it  
7 says is that the Board of Education has the option to give the  
8 superintendent written goals that they want to see based on the  
9 mission statement of the school district. Okay? And it has  
10 nothing to do with the district goals. They are two separate  
11 entities. Okay? You have got the superintendent goals, and  
12 you got district goals.

13 THE COURT: All right. Next question.

14 BY MR. DAVIS:

15 Q. You'll be back tomorrow. Can you -- I ask you to bring  
16 that policy with you when you come back tomorrow so we can talk  
17 more about it.

18 A. I don't know if I will have the opportunity to get it, but  
19 I'll make an effort. I'm make an effort. And I'll come back  
20 as many times as you like me.

21 Q. Well, okay.

22 THE COURT: It is not a matter of him liking you, it  
23 is what I say tell you to do.

24 MR. DAVIS: Okay.

25 THE COURT: All right. We're going to take a break

1 right now.

2 THE WITNESS: Yes, ma'am.

3 THE COURT: All right. We're going take a break right  
4 now. You will be back here tomorrow morning.

5 Let me double check my court schedule. Hold on a  
6 second.

7 (Brief interruption.)

8 THE COURT: All right, sir, you'll back here, you  
9 should be here by 9:30.

10 THE WITNESS: Yes, ma'am.

11 THE COURT: 9:30. Step down. You still are under  
12 oath. And please understand that being under oath that you can  
13 be questioned about whether or not you discussed this matter  
14 with anyone else.

15 THE WITNESS: Yes, ma'am.

16 THE COURT: I would suggest, since it is -- Mr. Davis  
17 was asking you questions, you not review anything or read  
18 anything. Do you understand?

19 THE WITNESS: Understand.

20 THE COURT: All right. Except for, of course, he has  
21 asked you to look for a document, so that means you have to, so  
22 you have to waive that issue.

23 MR. DAVIS: I'm comfortable, Judge.

24 THE COURT: All right. So do what you need to find  
25 the document he's looking for.

1 THE WITNESS: Thank you, ma'am.

2 THE COURT: All right. You may step down, sir.

3 THE WITNESS: All right.

4 (Witness excused.)

5 THE COURT: All right. Ladies and gentlemen, the  
6 Court is going to ask that you be here at 9:45, 9:45 tomorrow.  
7 No excuses on sugar highs, nothing like that.

8 (Laughter.)

9 THE COURT: All right. I hope that you do have a safe  
10 and fun time tonight with your children or yourself -- you  
11 don't have to tell on yourself -- as to Halloween. But, again,  
12 we must focus on that. Focus on the looks like nice weather  
13 again. Not going to be out in it until after the day is done.

14 But I ask that you not do any independent research.  
15 The case is moving along much better now. So we have gotten a  
16 lot of witnesses in. And we are still on schedule, as I stated  
17 before, to end on Tuesday, with Monday being off. Just  
18 remember that schedule.

19 All right. Friday we'll probably be here until, no  
20 later than 4:00, but around then. We'll try to cut it off a  
21 little bit early on a Friday. But we want to make sure most of  
22 all that this gets done on Tuesday.

23 All right. Have a safe trip home, ladies and  
24 gentlemen. All rise.

25 (Jury out.)

1 THE COURT: All right. For immediate purposes,  
2 anything on the record, plaintiff?

3 MR. DAVIS: No, Judge.

4 THE COURT: Defense?

5 MS. SCHWENDENER: No, Judge.

6 THE COURT: All right. I'm going to take a five- or  
7 ten-minute break while they get their things and vacate, and  
8 then we'll look at instructions.

9 Counsel, real quick on the side here. We're off the  
10 record.

11 MR. DAVIS: Can I release my client, Judge? May she  
12 leave?

13 THE COURT: She can go whenever she wants.

14 MR. DAVIS: Thank you.

15 THE COURT: Why don't you wait until I at least talk  
16 to you.

17 MR. DAVIS: Okay. Sure.

18 (Discussion off the record.)

19 (Adjournment at 3:18 P.M. to reconvene at 9:45 A.M.,  
20 November 1, 2018.)

21 CERTIFICATE

22 I HEREBY CERTIFY that the foregoing is a true, correct  
and complete transcript of the proceedings had at the hearing  
of the aforementioned cause on the day and date hereof.

23 /s/ **Pamela S. Warren**

November 29, 2018

24 Official Court Reporter

Date

25 United States District Court

Northern District of Illinois

Eastern Division